

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

August 19, 2021

BOARD OF SUPERVISORS

PUBLIC HEARINGS AND

REGULAR MEETING

AGENDA

Harmony West Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 12, 2021

Board of Supervisors
Harmony West Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold multiple Public Hearings and a Regular Meeting on August 19, 2021 at 3:00 p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway (*formerly 900 Shady Lane*), Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Engagement with KE Law Group, PLLC, for General Counsel Services
 - Consideration of Fee Agreement
4. Discussion/Consideration: Buck Lake Related Items
 - A. Approval of Minutes
 - I. April 6, 2021 Buck Lake Committee Meeting Minutes
 - II. July 15, 2021 Buck Lake Committee Meeting Minutes
 - B. Buck Lake Maintenance Cost Information from Harmony CDD
 - I. Cost Details
 - II. Inspection/Treatment Dates
 - C. Discussion: Review of Harmony CDD Costs Incurred for Buck Lake Maintenance Services
5. Discussion: Status of Landscape & Irrigation Maintenance Services RFP
6. Consideration of Environmental Services Agreements
 - A. Agreement for Environmental Monitoring and Maintenance Services [Wetland/Upland Buffer Preservation Areas W-2, W-3, W-5, W-6 and W-7] with Bio-Tech Consulting Inc.

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: MEETING TIME

- B. Agreement for Environmental Maintenance Services [Buck Lake] with Bio-Tech Consulting Inc. for Initial and Monthly Lake Maintenance
 - C. Agreement for Environmental Management Services [Buck Lake] with Bio-Tech Consulting Inc. for Aquatic Management Consulting and General Project Coordination
7. Discussion: Maintenance of Billy's Trail
8. Public Hearing on Adoption of Fiscal Year 2021/2022 Budget
- A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2021-08, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date
9. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law
- A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owner(s)
 - C. Consideration of Resolution 2021-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Including but not Limited to Penalties and Interest Thereon; Certifying An Assessment Roll; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
10. Acceptance of Unaudited Financial Statements as of June 30, 2021
11. Approval of May 20, 2021 Regular Meeting Minutes
12. Staff Reports
- A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Field Operations Manager: *Association Solutions of Central Florida Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Discussion: Hardcopy versus Electronic

II. NEXT MEETING DATE: September 16, 2021 at 1:30 P.M.

• QUORUM CHECK

ROBYN BRONSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
JOHN C. TYREE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
ALEX MADISON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
COURTNEY POTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
ROGER VAN AUKER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No

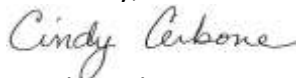
13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT CODE: 801 901 3513

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3

Hopping Green & Sams

Attorneys and Counselors

July 21, 2021

Craig Wrathell
c/o Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com

-and-

Chris Tyree
Chairperson
Harmony West CDD
c/o Forestar USA Real Estate Group, Inc.
1064 Greenwood Blvd., Suite 200
Lake Mary, Florida 32746
christyree@forestar.com

RE: Harmony West CDD

VIA EMAIL

RE: JOINT LETTER BY HOPPING GREEN & SAMS AND KE LAW GROUP, PLLC, ANNOUNCING THE DEPARTURE OF ROY VAN WYK, JERE EARLYWINE, SARAH WARREN, LAUREN GENTRY, AND JENNIFER KILINSKI TO KE LAW GROUP, PLLC

Dear Craig and Chris,

As of July 19, 2021, Roy Van Wyk, Jere Earlywine, Sarah Warren, Lauren Gentry, and Jennifer Kilinski ("Attorneys") will be withdrawing as Attorneys from Hopping Green & Sams, P.A. ("HGS") and will be working for KE Law Group, PLLC ("KE Law"). Attorneys have provided services in connection with this Firm's representation of the Client on the above referenced matter(s) (the "Client Matters"). While Attorneys through their new firm, KE Law, and HGS, are each prepared to continue as the Clients' legal counsel with respect to the Client Matters, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and files should be transferred to KE Law, or remain with HGS.

Please select one of the following alternatives:

1. **ALTERNATIVE #1.** The Client asks that the Client Matters be transferred to Attorneys and their new firm, KE Law. Please transfer to Attorneys and their new firm all original files and electronic files relating to the Client Matters. The Client understands that HGS will have the right to keep a copy of those files. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, Attorneys and their new firm, KE Law, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds or property KE Law.

(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)

2. ALTERNATIVE #2. The Client does not want any files or pending matters transferred to Attorneys or their new firm. HGS should continue to serve as the Clients' legal counsel for all pending matters until the attorney-client relationship is changed sometime after the date of this document. All Client Matters and files should remain in the custody of HGS until further notice.

(Please sign if you want Alternative #2; [DATE]
otherwise, do not sign this line.)

3. If you do not want either Alternative #1 or Alternative #2, please advise us what we should do regarding your matters and files.

(Please sign here if you have [DATE]
Given instructions under Alternative
#3; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, AmyC@hgslaw.com and MarkS@hgslaw.com, with a copy to roy@kelawgroup.com, jere@kelawgroup.com, sarah@kelawgroup.com, lauren@kelawgroup.com, jennifer@kelawgroup.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: July 21, 2021

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 21, 2021



P.O. Box 6386, Tallahassee, Florida 32314

**KE LAW GROUP, PLLC
FEE AGREEMENT
HARMONY WEST CDD**

I. PARTIES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

A. Harmony West Community Development District (“Client”)
c/o Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. KE Law Group, PLLC (“KE Law”)
P.O. Box 6386
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2021, the discounted hourly rates will be \$285 per hour for partners, \$255 per hour for associates, \$225 per hour for part-time contract attorneys, and \$180 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2021, HGS will provide issuer’s counsel services under a flat fee of \$37,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

HARMONY WEST CDD

By: _____

Its: _____

Date: _____

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 19, 2021

ATTACHMENT A

KE LAW GROUP, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4A1

DRAFT

**MINUTES OF MEETING
HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

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The Members of Buck Lake Committee held a Meeting on April 6, 2021 at 3:00 p.m., at Johnston’s Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744.

Present were:

Chris Tyree	Harmony West CDD Representative
Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Wes Haber (via telephone)	Hopping Green & Sams
Teresa Kramer	Harmony CDD Representative
Kristen Suit (via telephone)	Harmony CDD District Manager
Tristan LaNasa (via telephone)	Harmony CDD District Counsel
Jay Baker	Bio-Tech Consulting
Jon Avance	Bio-Tech Consulting

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 3:00 p.m. According to the Buck Lake Management and Cost Sharing Agreement between Harmony CDD and Harmony West CDD, each CDD appointed a Board Member representative.

SECOND ORDER OF BUSINESS

Confirmation of Committee Members

Ms. Cerbone stated that Harmony West CDD (HWCCDD) appointed Chris Tyree and Harmony CDD (HCDD) appointed Teresa Kramer as their Board Member representatives; both were present in person.

THIRD ORDER OF BUSINESS

Discussion: Buck Lake Management and Cost Sharing Agreement

Ms. Cerbone presented the Buck Lake Management and Cost Sharing Agreement so that all in attendance may review the Agreement’s requirements, along with today’s meeting agenda. She believed that today’s meeting was the first official committee meeting on record. Ms. Kramer stated her understanding that some discussions occurred but she was unsure

40 whether a formal public meeting occurred. Ms. Suit stated a formal public meeting had not
41 occurred. Ms. Suit asked if Ms. Cerbone sent the Committee Meeting information to District
42 Counsel for HCDD. Ms. Cerbone stated she had not. She invited Ms. Suit to do so and stated
43 that she would do so following the meeting, if necessary.

44

45 **FOURTH ORDER OF BUSINESS**

**Discussion/ Recap of Maintenance Services
by HWCDD/HCDD**

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48 Ms. Cerbone stated the agenda included an item related to a discussion and recap of
49 maintenance services that might have occurred by either CDD and a discussion of current
50 conditions. This would be addressed by Mr. Baker and then the Committee Members and
51 District Managers would provide input. Before discussing the Management Plan and Policies,
52 background on where things stand today would be helpful, such as how HCDD might be utilizing
53 the lake and how HWCDD might plan to utilize the lake in the future.

54 **A. Prior Year Services**

55 Ms. Cerbone stated that HWCDD has not contracted with any company to do anything
56 specifically with Buck Lake; she believed the prior Developer had an agreement with Bio-Tech
57 to do some work; however, that Developer sold the land and is no longer involved with the
58 HWCDD and no longer on the HWCDD Board. To the best of her knowledge, the new Developer,
59 Forestar, would have been working with her if any new agreements were entered into.
60 Although the Committee would not be making any decisions, she asked Mr. Baker to provide a
61 proposal for consideration later in the meeting. She asked the Forestar representative to
62 confirm that Forestar had not done any lake work. Mr. Tyree stated Forestar had not.

63 Ms. Cerbone stated, on the HCDD side, she believed that some minimal types of work
64 might have been performed. Ms. Kramer stated that their Field Services Staff has been
65 maintaining the lake and performing monthly inspections. Two employees certified and
66 licensed to apply aquatic pesticides and herbicides have been managing the lake for quite a
67 while.

68 Ms. Cerbone asked if Ms. Kramer was referring to the portion of the lake closest to the
69 boundary of the HCDD or the entire lake. Ms. Kramer stated that HCDD had been treating the
70 entire lake because, for the longest time, HCDD was the only entity using the lake, so they

71 maintained the lake in its entirety, including maintaining vegetative buffers and preventing
72 encroachment into the lake.

73 Ms. Cerbone asked Ms. Suit to add any necessary information. She noted, for the
74 record, that was fine because, according to Page 4, Item 8 c of the Agreement, “Harmony and
75 Harmony West retain the right to fund independently and provide supplemental maintenance
76 services of Buck Lake at their discretion, providing such activities are supported by best lake
77 management practices for these public services”. Based on that statement, she believed that
78 nothing inappropriate happened, according to the Agreement.

79 Ms. Kramer stated she had been in discussions with Mr. Jerman for a considerable time
80 and they offered to be the lake maintenance entity and offered a cost share of \$600 from each
81 party. For whatever reason, to her knowledge, they never entered into a contract; her
82 understanding was that, in the past, HWCDD budgeted, \$500 a month for that service for this
83 fiscal year.

84 For the record, Ms. Cerbone stated that was not correct; a rough estimate of \$5,000 was
85 budgeted for the maintenance of Buck Lake but it did not specify what type of maintenance,
86 whether it would be environmental consulting, water treatment, littoral management; it was
87 just a line item for \$5,000. Ms. Kramer asked if that was \$5,000 for the year. Ms. Cerbone
88 responded affirmatively. Ms. Kramer stated that a proposal was presented to Mr. Jerman and,
89 evidently, he never responded to it.

90 Ms. Cerbone stated that was the reason for today’s Committee meeting. It was so that
91 each Committee Member may bring ideas and direction back to their CDD Boards for
92 consideration. She asked for any additional facts related to prior year services. There were
93 none.

94 **B. Current Conditions/Requirements: (Speaker: Bio-Tech Consulting, Inc.)**

95 Mr. Baker stated that his firm, like the HCDD field services staff members, was
96 previously contracted to maintain the lake with herbicide treatments. The biggest recurring
97 problem was water hyacinths, which would clog the canals and block access for fishing;
98 treatments were done to keep the canals clear. Ms. Kramer asked if that was done for HCDD.
99 Mr. Baker replied affirmatively. Ms. Kramer stated that those canals are the biggest problem
100 source of water hyacinths, requiring constant treatment. Mr. Baker concurred and stated that
101 treatments were done monthly, via airboat, and those treatments have not been done in at

102 least two years. He believed that, currently, HCDD field services staff members are conducting
103 the only lake management.

104 Mr. Baker stated the wetlands associated with Buck Lake are governed by an
105 Environmental Resource Permit (ERP), which requires the wetlands be preserved as mitigation
106 for some of the wetland impacts in Phase 1 of Harmony West. He presented an exhibit
107 depicting the seven transects that Bio-Tech monitors for the Water Management District
108 (WMD). Monitoring events are completed biannually, once in the dry season and once in the
109 wet season, and nuisance and exotic vegetation in those wetland areas are also addressed. The
110 WMD requires that the majority of the wetlands be kept free of nuisance and exotic vegetation;
111 some issues currently exist with old world climbing fern, Brazilian pepper and minor exotics
112 that occur at the edge of the lake. Ongoing monthly maintenance is completed and a report is
113 provided monthly.

114 Ms. Kramer asked if he was treating Caesar weed and mowing grass. Mr. Baker
115 responded affirmatively. Ms. Kramer stated that HCDD has the same issues.

116 Mr. Baker stated that the HCDD wetlands have conservation easements as well. Bio-
117 Tech performs the two monthly events and provides the WMD with a report at the end of the
118 year. It was currently year four of a five year requirement; at the end of those five years, the
119 last report will request a signoff from those monitoring requirements. If the WMD feels the
120 goals have been achieved, the monitoring and reporting requirements will be released but, in
121 the permitted language, maintenance necessary to ensure that nuisance and exotic vegetation
122 does not take over the wetlands must still be performed. So, theoretically, maintenance would
123 still be required, whether it is quarterly or how ever the needed frequency is determined.

124 Ms. Kramer asked if that level of maintenance was separate and apart from light
125 maintenance. Mr. Baker responded affirmatively and stated that other issues, known when
126 permitting the site, may include landfill, which the WMD may require to be removed at a
127 possible cost, in the future.

128 Ms. Cerbone noted this was a lake discussion, as opposed to a wetlands discussion; from
129 a lake perspective, it seemed the water hyacinths were the primary concern. She asked Mr.
130 Baker if, when he said it had been two years since his firm provided service, he meant that was
131 related to the lake. Mr. Baker responded affirmatively.

132 Ms. Kramer stated that, ever since Bio-Tech finished, the HCDD field operations staff has
133 been out maintaining the lake. Mr. Baker stated that mosquito fern and duckweed types of
134 floating vegetation were one of the biggest problems; however, water hyacinths were what
135 fishermen complained about the most. Those were not outside people but residents utilizing
136 the Buck Lake boat ramp.

137 Ms. Cerbone asked those in attendance if there was anything missing regarding the
138 current lake conditions, aside from what Mr. Baker and Ms. Kramer mentioned. Ms. Kramer
139 stated she noticed, over the last year, more of an encroachment of torpedo grass in shallower
140 areas, near the boat docks. Mr. Baker stated it had been two years since he was out there but
141 the area where he noticed that most was near the kayak storage area. He stated some maiden
142 cane and natives were present in that area as well but it was not a severe problem. Ms. Kramer
143 agreed it was not severe and stated that no hydrilla or major duckweed problems were noticed;
144 the lake was relatively healthy and they wanted to keep it that way. LakeWatch monitors the
145 lake and does sampling with the goal of keeping the lake healthy and usable for residents.

146 Ms. Cerbone stated this was one of the purposes of the Committee meetings. She asked
147 if there was anything else to mention, with regard to the condition of the lake, before
148 discussing the Management Agreement and what the Committee is tasked to do. Mr. Baker
149 stated he felt that all of the important points on his end were discussed.

150 Ms. Cerbone reviewed the Agreement, noting Item 4, on Page 2, that no decision-
151 making would be done here; it would be more of a discussion. The meeting today was
152 advertised and that, with her attendance, HWCDD would be responsible for all administrative
153 tasks, including preparing minutes and maintaining public records. According to Item C, "Once a
154 year the committee shall meet no later than May 1 to review prior year financial activity."
155 Financial activity has not occurred to date for last year or this year for HWCDD, although there
156 is a \$5,000 line item in the budget and a proposal from Bio-Tech would be discussed.

157 Ms. Kramer stated that HCDD would absolutely love for HWCDD to reimburse for all the
158 work HCDD has done in this year. Ms. Cerbone stated the HCDD representative discussed
159 monies spent in this year and previous fiscal years in order to maintain the lake and not just the
160 shoreline or the area adjacent to their District line and stated that she hoped the two
161 Committee members will consider that a review of prior year financial activity sufficient for
162 now. The Committee members responded affirmatively.

163 Ms. Cerbone read Item 4c. ii, “confirm current year treatment plans and funding status”
164 and stated her understanding was that the current year’s treatment for the entire lake is being
165 covered and funded by HCDD. Ms. Kramer stated that is correct. Ms. Cerbone stated nothing is
166 in progress with HCDD but that budgeted line item is included.

167 Ms. Cerbone read Item 4c. iii, “Coordinate with vendors and staff to come up with a
168 good faith estimate of costs for the next fiscal year.” and stated, before doing that, she would
169 like to review Item 4c. iv, “propose, review, and make proposed updates or modifications to a
170 ‘Buck Lake Management Plan’ as further described below”. There was no current Buck Lake
171 Management Plan. She asked if HCDD drafted one on its own.

172 Ms. Kramer stated that she had not seen one but she was relatively new to the Board.
173 Ms. Cerbone asked Ms. Suit if it was a somewhat safe assumption that there is no Agreement,
174 even if informal. Ms. Suit stated that was correct and that there were discussions but Mr.
175 Jerman did not want to proceed with what was proposed.

176 Ms. Cerbone stated she wanted to get to the bottom line first. She did not believe that
177 either CDD Board has an environmental expert on it, which was why Mr. Baker was there.

178 Ms. Kramer stated that she was previously the Water Resources Manager for Brevard
179 County and the Environmental Planner, with a Master’s Degree in Environmental Science and
180 Engineering from Florida Tech; that being what it may, she stated she used to make her living
181 doing exactly what Bio-Tech and other groups do.

182 Ms. Cerbone stated that someone needs to come up with a Management Plan and she
183 was not qualified to do it. Ms. Suit stated she was not qualified to put the plan together. Ms.
184 Kramer stated she would rather not do it.

185 Ms. Cerbone stated that is why Mr. Baker was asked to provide a proposal. Nothing
186 would be approved; however, this was for discussion and for each CDD Board to consider and
187 approve. She stated that Mr. Baker is aware of what is asked for in the agreed-upon document
188 and provided a proposal in order to prepare a Management Plan and provide advisory,
189 consulting and inspection services. She invited comments from all attendees.

190 Ms. Kramer stated they could take what the HCDD field services staff has been doing
191 and insert language that could be wordsmithed and assemble a Management Plan that would
192 suffice, and that from what she has been hearing they have been doing a good job.

193 Mr. Baker agreed and stated, in creating the Management Plan, they would take any
194 input from HWCDD and HCDD regarding what direction they want the lake to go, as far as
195 enhancing fisheries and native vegetation.

196 Ms. Kramer stated she could provide historic documents from the previous contractor.
197 Mr. Baker stated he had all the documentation.

198 **Mr. LaNasa joined the meeting at approximately 3:24 p.m.**

199 Ms. Kramer stated she believed there was a Lake Management Plan historically that
200 could be pulled together. Ms. Cerbone asked if, with two CDDs and two Boards, there was more
201 of a comfort level having a third party prepare it.

202 Mr. Earlywine stated, from a legal perspective, although it costs money, utilizing a third
203 party contractor would be beneficial in terms of liability.

204 Ms. Kramer stated there was plenty of information that Mr. Baker could pull together to
205 construct a good Management Plan.

206 Ms. Cerbone asked if she was hearing that the representatives from each CDD prefer to
207 have a third party prepare the Management Plan. Mr. Tyree responded affirmatively. Ms.
208 Kramer stated that was correct but HCDD has a procurement plan in place and would like a
209 number of proposals to ensure they are getting an appropriate cost. Ms. Cerbone stated she
210 did not disagree; the cost was fairly minimal but she thought it would cost more to do that than
211 to take the proposal back to the CDD Boards. Ms. Kramer asked Mr. Baker what the plan would
212 entail. Mr. Baker stated he listed a good amount of information; it would depend upon which
213 direction the two CDDs wished to take, such as creating a planting plan, stocking bait fish or to
214 maintain what was currently being done.

215 Mr. Earlywine stated the Agreement calls for a long-term plan, which maintains the lake
216 in compliance with permit requirements. He suggested developing a baseline plan including
217 suggestions for adding fish or whatever is appropriate. He felt that Ms. Kramer was looking for
218 a basic cost to put together a Management Plan that complies with the Agreement and keeps
219 the lake in compliance with the law and regulatory requirements. Ms. Kramer responded
220 affirmatively. Mr. Baker stated that is what HCDD is doing now.

221 Mr. Tyree stated Bio-Tech would need to formalize a Management Plan consistent with
222 WMD permitting and core permitting required to maintain the lake. Mr. Earlywine asked for the
223 price. Mr. Baker stated the price was an hourly, not-to-exceed amount, which includes adding

224 other items. Mr. Earlywine stated he understood the fee was not-to-exceed \$1,450 and, on an
225 hourly basis up to that level, with add-ons if additional things must be done and a few not-to-
226 exceed \$2,900 for General Project Coordination. Mr. Baker stated that was correct. Mr.
227 Earlywine asked Ms. Kramer how that sounds. Ms. Kramer stated she could take that to the
228 CDD Board. Ms. Cerbone asked if that was something she was comfortable taking to the CDD
229 Board. Ms. Kramer responded yes, a comprehensive plan that would satisfy all the permit
230 requirements and specify the ground rules for what would be treated and to what quality the
231 lake would be maintained; she felt that was a reasonable price for that type of plan. Ms. Suit
232 asked if that was a monthly fee. Ms. Kramer stated that was a one-time fee for the
233 Management Plan. Ms. Cerbone stated the costs were as described in the agenda and she
234 would discuss costs again at the end.

235 Ms. Cerbone asked, if the Management Plan was the only thing discussed today, would
236 both Buck Lake Committee CDD members be comfortable recommending and discussing with
237 their Boards that this would be a good move forward. Ms. Kramer responded affirmatively,
238 stating that a formal management plan would be drafted so that it would be available to the
239 WMD and both Boards as to what would be moving forward. Mr. Tyree responded
240 affirmatively.

241 Ms. Cerbone stated she did not think a Management Plan would be ready for review at
242 a Committee Meeting before May 1, 2021.

243

244 **FIFTH ORDER OF BUSINESS**

**Discussion: Current Year Treatment Plans
and Funding**

245

246

247 **A. Bio-Tech Consulting, Inc., Proposal for Annual Inspection and Recommended**
248 **Maintenance**

249 This item was presented in conjunction with Item 4B.

250 Ms. Cerbone stated, since there is no formal plan in place for Committee review, Bio-
251 Tech would most likely develop a plan upon approval from each CDD.

252 **B. Status of Previous ACOE Violation**

253 Ms. Cerbone asked Mr. Baker to provide an update regarding the Army Corps of
254 Engineers (ACOE) violation. Mr. Baker stated the ACOE enforcement issue is relegated only to
255 the main "Harmony" CDD property, HCDD, which was separate from the HWCDD and Harmony

256 Central. When the initial permit was issued in 2001, HCDD was supposed to have recorded
257 conservation easements with third party enforcement rights to the ACOE. Some additional
258 minor issues have since been taken care of, including authorization for building docks on Buck
259 Lake. The HCDD is currently trying to get conservation easements; the South Florida Water
260 Management District (SFWMD) standard language to include third party enforcement rights is
261 under review with the ACOE Office of General Counsel in Jacksonville. The process has been
262 ongoing for over two and a half years.

263 Mr. Tyree stated that does not include any of the property on the HCDD side. Mr.
264 Baker stated it does not. Ms. Cerbone asked Mr. Earlywine and Mr. LaNasa if this pertains to
265 this Committee. Mr. Earlywine stated he did not see how it does because it deals with areas
266 outside of the lake. Mr. Baker stated that associated wetlands, subject to conservation
267 easements, are part of the lake and all the easements are part of the violation. Mr. Tyree
268 clarified that there are wetlands on the Harmony main portion of the lake associated with these
269 violations. Mr. Baker stated all the wetlands on the south side of Buck Lake are included.

270 Mr. Earlywine asked who was working on the language. Mr. Baker stated it was standard
271 language from the SFWMD. Mr. Earlywine stated it seemed that, if the language is approved,
272 the easements should just be updated. Mr. Baker concurred.

273 Ms. Kramer asked Mr. LaNasa if he had knowledge about any legal work done on the
274 easements. Mr. LaNasa stated he did not but he could research them; however, to the best of
275 his knowledge, easements were drafted but not approved.

276 Mr. Baker stated that easements were recorded with the SFWMD standard language
277 but there were no third party enforcement rights; enforcement rights need to be recorded over
278 the existing conservation easements to allow the ACOE to enforce.

279 Mr. Earlywine asked if they were sure that those easements are within the legal
280 description of Buck Lake subject to the Agreement. Mr. Baker stated at least a portion, up to
281 the normal high water elevation.

282 Ms. Suit stated they were referring to the portions of the wetlands. Three were owned
283 by Harmony Central, four were owned by Harmony Florida Land, and 4B and 10 were owned by
284 the HCDD. Mr. Baker thought there were four entities: Harmony Florida Land, HCDD, Harmony
285 Retail and Harmony Central. Ms. Kramer stated that Harmony Retail has some by Cat Lake but
286 not on Buck Lake.

287 Ms. Suit stated a portion of Wetlands 3 was owned by Harmony Central LLC, a portion of
288 Wetlands 4 owned by Harmony Florida Land, and Wetlands 4B and 10 owned by the HCDD. Ms.
289 Cerbone asked if anything should be taken back to the CDD meetings by Committee Members
290 or District Staff regarding work being done. The consensus was that the Committee was waiting
291 on a response from the Federal Government.

292 Ms. Suit stated a wetland parcel right on the edge of Buck Lake was not within the legal
293 boundaries of the HCDD, according to the Property Appraiser; the ordinance needed to be
294 amended to remove the ad-valorem assessments. Mr. Tyree stated another wetland parcel was
295 not part of the original boundary and would be incorporated in a new Boundary Amendment.
296 Ms. Suit would email the parcel number so it could be addressed separately.

297 Ms. Cerbone asked the HWCDD representative to provide an estimated time for
298 potential use for residents on the HWCDD side of Buck Lake utilizing Buck Lake. Mr. Tyree
299 stated the mini center was in permitting; groundbreaking was scheduled for May and a 12
300 month build out was planned. A small canoe/kayak launch would be put in those canal areas.
301 Another piece, on the north side of Buck Lake, would be a future site in approximately four
302 years. Ms. Cerbone stated she wanted to set historical context for historical usage in the near
303 term and the long term.

304 **C. Updates to Buck Lake Management Plan**

305 This item was deferred.

306 **D. Expenses Incurred in Fiscal Year 2021**

307 This item was presented in conjunction with Item 4B.

308

309 **SIXTH ORDER OF BUSINESS**

Discussion: Updates to Buck Lake Policies
(see existing policies below)

310

311

312 **A. Prohibit Gas-Powered Boats for Purposes Other than Rescue Operations**

313 **B. Difference in Treatment of Harmony Residents and Harmony West Residents**

314 **C. Other**

315 Ms. Cerbone stated, according to the Agreement, some minimal items needed to be
316 included in the Policies noted in Section 9, on Page 4. She asked if the Policies included are
317 sufficient for now, or if the Committee wants to expand or update these in the near term.

318 Mr. Earlywine stated that the policies in Section 9 were fairly standard in prohibiting
319 gas-powered boats and equal treatment and that he viewed the HCDD website, which included
320 rules for boating beyond the scope of the discussion. It was unclear from the Agreement what
321 was originally contemplated to be part of these Policies. He observed that HCDD has many
322 different policies governing lake usage. It seemed some mix should be in place regarding fishing
323 or water quality issues. He asked if the Bio-Tech consultants have a sense of what policies
324 should be in place, from an environmental perspective. Mr. Baker stated the original Harmony
325 DRI laid out all the policies for the lake, mainly the prohibition on gas-powered engines. Mr.
326 Earlywine asked if it was as easy as using language from the DRA or referencing the DRI. Mr.
327 Baker stated those are documents by which the CDDs are bound.

328 Ms. Kramer stated the other “Harmony Main” policies included letting the lake rest on
329 Tuesdays, when boating and fishing are prohibited; it has typically not been seen as a hardship
330 and no residents seemed to complain. Another policy, which may lack in enforcement, is a
331 prohibition on private boats, mainly due to hydrilla. There is no boat ramp so launched boats
332 are not allowed but kayaks could be brought in. She asked if boats or a launch area would be
333 provided. Mr. Tyree stated a launch area would be provided but boats would not be provided
334 for rent, due to liability issues. Private canoes and kayaks would be permitted.

335 Ms. Kramer suggested that a policy for cleaning of boats prior to entering the lake might
336 be beneficial. She expressed her opinion that, given the HWCDD ownership, the lake would be
337 available to the public and, if it were gated, the public may be subject to a user fee or a waiver.
338 Mr. Tyree stated both amenity centers were private entities that would be operated by the POA
339 and there was no way for a nonresident to access the lake.

340 Mr. Earlywine discussed easement issues and stated a nonresident rate may be
341 established; he suggested circulating the DRA language for the Committee’s consideration. A
342 nonresident user rate could be adopted through rulemaking, if necessary.

343 Mr. Tyree noted that the policy might need to allow for gas-powered boats for
344 maintenance and rescue operations to permit airboats for maintenance. Mr. Baker stated he
345 believed that amendment had been made, since airboats were used for maintenance.

346 Ms. Cerbone stated, according to the Agreement, the Buck Lake Policies should be
347 adopted no later than June 1 and suggested the Committee declare the Policies in the
348 Agreement acceptable and that, as of today, all parties agree that, while the Policies in the

349 Agreement will be modified, they will not be available for Board review before June 1. The
350 Committee members agreed.

351

352 **SEVENTH ORDER OF BUSINESS**

**Recap of Committee Items to Present to
Respective CDD Boards**

353

354

355 **A. Buck Lake Policies**

356 Ms. Cerbone stated this was the first Committee meeting and, in summary:

357 ➤ The Committee wants to employ Bio-Tech to create the Management Plan.

358 ➤ The Committee members are comfortable with the Policies and would present them to
359 their CDD Boards. At some point, in the near future, the Committee would reconvene to update
360 the Policies.

361 Ms. Suit stated she believed a Usage Agreement was executed between the CDDs. Ms.
362 Cerbone asked if it was executed by both parties. Ms. Suit stated she would research it. Ms.
363 Cerbone stated she did not recall a Usage Agreement executed or on an agenda. She asked Ms.
364 Suit to send the document in question and asked what type of usage it addressed. Ms. Suit
365 stated it was in reference to what each CDD could do with the lake. Ms. Kramer stated she had
366 not seen one either and asked if it was the License Agreement. Ms. Suit stated the License
367 Agreement was terminated and this was around the same time. Ms. Cerbone asked Mr. Rom to
368 consult with the Director of Administration regarding if an executed or unexecuted document
369 was received.

370 **Mr. Earlywine left the meeting at 3:58 p.m.**

371 **Mr. Haber joined the meeting at 3:58 p.m.**

372 Ms. Cerbone asked those in attendance if they wished to discuss any additional items in
373 the Agreement. There were no additional items to discuss.

374 **B. Buck Lake Management Plan**

375 • **Lake Management Costs for Fiscal Year 2022**

376 Ms. Cerbone stated she wanted to Ms. Kramer's earlier statement that HCDD has been
377 expending funds in prior years for treatment of the lake.

378 Ms. Kramer stated HCDD had, in one way or another, for almost the last 20 years.

379 Ms. Cerbone noted that there were residents utilizing the lake, and the HWCDD side did
380 not have anybody utilizing the lake from access points that had been created on the HWCDD
381 side.

382 Ms. Kramer stated that was correct but there were developmental impacts.

383 Ms. Cerbone asked if Ms. Kramer wanted to comment further on previous expenditures
384 of funds or make any request regarding the current fiscal year.

385 Ms. Kramer expressed her belief that HCDD was a little concerned and that negotiation
386 with Mr. Jerman started before she joined the Board but that there were good faith
387 negotiations and continuation, even after the Agreement was signed, for maintaining the lake
388 and keeping it in good health. Unfortunately, they were unable to do more hyacinth treatment,
389 once the prior ownership took place but treatment continued and they would appreciate
390 HWCDD contributing some money to pay for those past expenses.

391 Mr. Tyree asked what amount she was talking about.

392 Ms. Kramer stated that \$600 per month was originally proposed to Mr. Jerman;
393 however, since they had not been formally breaking it out, she spoke with the Field Services
394 Manager about possibly going lower. She felt that an equitable amount would be at least \$400
395 to \$500 per month. She stated that Harmony Field Services surveyed the shorelines, evaluated
396 the water pollens, spot treated areas with vegetative problems and ensured that the lake
397 remained in a healthy state.

398 Mr. Tyree observed that the cost amounted to \$12,000 annually to maintain a natural
399 water body, not a stormwater pond. He asked Mr. Baker what monthly charge he was
400 proposing. Mr. Baker stated he would need to submit a maintenance proposal based on the
401 Management Plan. Mr. Tyree stated he would like to see that proposal before agreeing to
402 anything; he observed that the south and western shoreline of the lake seemed natural and
403 was unmaintained for quite some time, as far as he could tell.

404 Ms. Kramer stated agricultural uses have been maintained on that area.

405 Mr. Tyree stated he had not observed any maintenance on the western shoreline, the
406 portion owned by HWCDD, in quite some time and it all looked natural to him.

407 Ms. Kramer stated that, prior to the last four to five months the hyacinth problem had
408 been treated in the canals.

409 Mr. Kramer stated that he had not seen any treatment in the canals and barriers were in
410 place. Site construction began in November 2019 and barriers installed to maintain water
411 discharge from site construction; he had not seen anyone in the canals in over a year.

412 Ms. Kramer stated, when barriers went up, Staff could not go into the canals anymore
413 but they were maintaining the area.

414 Mr. Tyree stated, in the last year, nobody was maintaining the canals. He asked if
415 something was being charged for work that was not being done.

416 Ms. Kramer stated that field staff purchases the chemicals and treats the lake.

417 Mr. Tyree stated that nobody has been in the canals in eight to ten months so he was
418 curious as to why they would charge that much, when not as much work was done.

419 Ms. Kramer stated there really is not a side of the lake. The lake is a living water body
420 and what happens on one side of the lake affects the other; staff members survey the shoreline
421 and treat the entire lake, as a whole, and do spot treatments, not limited to the south
422 shoreline.

423 Ms. Cerbone suggested a “No harm, no foul” position as to why the Committee did not
424 have a meeting last year. The Committee agreed.

425 Ms. Cerbone suggested that the Committee agree that this year is done and the
426 Committee should focus on the new fiscal year ahead. There was no consensus.

427 Ms. Cerbone stated her second suggestion was that HCDD continue its ongoing
428 maintenance through the end of the year and HWCDD would cover the production of the
429 Management Plan by Bio-Tech. There was no consensus.

430 Ms. Kramer stated she felt that HCDD was on the short end of the stick because, based
431 on the Agreement during this fiscal year, the CDDs were supposed to split the cost of
432 maintaining the lake 50/50.

433 Ms. Cerbone stated that nothing was agreed to by the CDD Boards so she was going to
434 Section C, where it says they each have the right to fund independently and provide such
435 services. She asked if the District Counsel for each CDD would like to weigh in.

436 Mr. Tyree felt that the bottom line is what it actually costs and, if those costs were
437 provided, it would be considered and decided on. Right now, a number of \$500 or \$600 was put
438 on the table and, to his knowledge, he had not seen anybody in the canals maintaining anything
439 in the last year, since they have owned the property.

440 Ms. Kramer stated it was not just the canals, it was the lake, which they own. Mr. Tyree
441 stated he understood. Ms. Kramer stated, if a report came back that the lake was in horrible
442 condition, or needed major remediation or that they had not been taking care of it, she could
443 understand Mr. Tyree’s position; however, HCDD had been taking good care of the lake and
444 preserved the amenity for HWCDD, as well as for HCDD. She thought Bio-Tech could estimate a
445 reasonable cost to maintain the lake in that condition on a monthly basis. Ms. Cerbone stated,
446 then we can have further discussion. Mr. Tyree stated he was just looking for backup for the
447 costs. Ms. Cerbone asked Mr. Baker to provide a service proposal and asked Ms. Kramer if the
448 field operations team keeps logs with dates and times of service. Ms. Kramer replied that,
449 unfortunately they did not; however, since she joined the Board, hours and chemicals and
450 processes were being tracked.

451 As District Manager for HWCDD, Ms. Cerbone requested that someone at HCDD send a
452 brief write up of whatever backup they have for review at the next Committee meeting. She
453 would include that information and Mr. Baker’s proposal into the agenda but, right now, the
454 Committee was at an impasse on the current year until additional information is received, as far
455 as whether HWCDD would contribute to HCDD for the current fiscal year. Ms. Kramer stated
456 she would be happy to provide additional information and she would present this to her Board.

457 Mr. Tyree stated he just needed backup for the expenses. Ms. Cerbone stated
458 chemicals, labor, total and approximate dates. Mr. Tyree stated he needed to understand the
459 costs and budget correctly, moving forward.

460 Ms. Cerbone stated, going into Fiscal Year 2022, the Committee needed to calculate an
461 agreed-upon cost. According to the Agreement, HWCDD was required to incur the cost and
462 send an invoice to HCDD. Ms. Kramer stated HWCDD actually enters into the Agreement as
463 owners of the lake and HCDD pays 50%. She presumed the CDDs must agree to the costs.

464 Mr. Tyree discussed why he believed the costs already paid by HCDD and their
465 reimbursements for the upcoming maintenance would be a wash. He suggested if they could
466 formalize a budget with Bio-Tech, as a third party, with agreed upon costs, HCDD may not need
467 to pay its portion of those costs for Fiscal Year 2022 or 2023. Ms. Cerbone stated the only
468 additional cost would be for creation of the Management Plan.

469

471
472 Ms. Cerbone stated there would most likely not be another Committee meeting before
473 budget presentations. The HWCDD would most likely rely on information provided by Mr. Baker
474 and Ms. Kramer.

475 Mr. Baker was asked to provide a proposal by the end of April. Ms. Cerbone stated,
476 before engaging Bio-Tech, approval by the CDDs would be required. The Action Plan coming
477 from this meeting is that both parties would recommend to the CDD Boards that Bio-Tech be
478 engaged to prepare the Management Plan and to coordinate any applicable environmental
479 related work for Buck Lake, to go into effect October 1, 2021.

480 Ms. Cerbone requested the Bio-Tech proposal for lake service no later than the end of
481 April. Ms. Kramer expressed that the Boards need to know that the Bio-Tech proposed costs are
482 in line. Ms. Suit asked how much they were talking about. Mr. Baker stated he had not been out
483 in two years so he would like to survey the lake before submitting a proposal. Ms. Suit
484 suggested Ms. Kramer reserve the right to request additional proposals, if necessary. Ms.
485 Cerbone stated that sounded fair.

486 It was agreed that these Policies would remain in place for the time being. The
487 intention was to meet at a later date to discuss additional policies, the DRI and the
488 Management Plan.

489

490 **NINTH ORDER OF BUSINESS** **Adjournment**

491
492 There being nothing further to discuss, the meeting adjourned at 4:20 p.m.

493

494 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4A11

DRAFT

**MINUTES OF MEETING
HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

The Members of Buck Lake Committee held a Meeting on July 15, 2021 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway (formerly Shady Lane), Kissimmee, Florida 34744.

Present were:

Chris Tyree (via telephone)	Harmony West CDD Representative
Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Jamie Sanchez (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Teresa Kramer	Harmony CDD Representative
Angel Montagna (via telephone)	Harmony CDD District Manager
Tristan LaNasa (via telephone)	Harmony CDD District Counsel
Jay Baker	Bio-Tech Consulting

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:35 p.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer was present, in person. Harmony West CDD (HWCCD) Board Member representative Chris Tyree was attending via telephone.

Ms. Cerbone stated that, according to the Cost Sharing Agreement between HCDD and HWCCD, this Committee has no decision-making powers. The Committee Members have a responsibility to meet periodically to discuss the Buck Lake Management Plan, Policies and any cost related matters and hopefully arrive at a consensus that can be presented to their respective Boards for consideration and approval. This meeting was publicly noticed and no members of the public were present.

SECOND ORDER OF BUSINESS

**Review of Minutes from April 6, 2021
Committee Meeting**

37 Ms. Cerbone stated that Mr. Rom emailed the agenda, along with the notes from the
38 Committee Members regarding this agenda. The April 6, 2021 meeting was recorded and
39 transcribed; she and Ms. Kramer made some updates, which were reflected in the redline
40 version in the agenda.

41 Ms. Kramer stated she reviewed a copy of the recording carefully and found that the
42 minutes were nearly verbatim; her corrections were noted in the redline version.

43 Mr. Tyree stated he did not have any edits or corrections to the minutes.

44 Ms. Cerbone suggested submitting the minutes to the HCDD for Board review and
45 approval. The HWCDD Board reviewed the minutes but did not want to approve them until the
46 Committee meeting. Ms. Kramer believed that she and Mr. Tyree could concur that the
47 minutes, as amended, were an accurate reflection of the last Committee meeting. Mr. Tyree
48 was in agreement.

49 Discussion ensued regarding whether the CDD Boards could approve the Committee
50 meeting minutes since most did not attend the meeting. Mr. Tyree stated he would present the
51 minutes to the HWCDD Board. Ms. Cerbone noted that CDD Board members cannot abstain
52 from voting just because they were not present at the Committee meeting.

53 Mr. Earlywine suggested that each CDD Board approve the minutes, noting that the CDD
54 Board was not present at the Committee meeting and that approval was based on
55 representations by Staff and the Committee Member presenting the minutes. Mr. LaNasa
56 concurred.

57 Ms. Cerbone stated this Committee was not a decision-making body; rather, it is a
58 discussion and brainstorming Committee. It was hoped that attendees would reach a consensus
59 regarding ideas and documents that need to be updated. District Management for the HWCDD
60 would be responsible for producing and circulating all updates.

61

62 **THIRD ORDER OF BUSINESS**

**Confirmation of Approval of Bio-Tech
Consulting, Inc., Agreement for
Consultation/Preparation of Buck Lake
Management Plan and Buck Lake Policies**

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66

67 • **Initial Fee: 50% of NTE \$1,450 and NTE \$2,900**

68 Ms. Cerbone stated her understanding that Ms. Kramer presented the Bio-Tech
69 proposal to the HCDD Board and it was approved but there was something pending. Ms.
70 Kramer recalled that the proposal presented at the last meeting was to be presented to the
71 individual Boards. She stated the HCDD Board voted unanimously to pay 50% of the costs for
72 preparation of the Management Plan and for ongoing services.

73 Ms. Cerbone asked District Counsel how that approval could be documented and if a
74 copy of the HCDD minutes would suffice. Mr. Earlywine stated, while the Cost Share
75 Agreement was already in place, for the sake of clarification, a letter stating that the HCDD
76 Board approved paying 50% of the costs would be helpful.

77 Ms. Kramer stated, if Ms. Montagna prepares the letter she could get it signed; she
78 provided an excerpt of the HCDD April 29, 2021 meeting minutes and the accompanying Board
79 action and approval. Ms. Cerbone thanked Ms. Kramer and stated, based on that, when an
80 invoice is received from Bio-Tech, an invoice for 50% of the cost would be sent to HCDD.

81 • **Ongoing Fee: 50% of NTE \$2,900**

82 Ms. Cerbone stated she believed that the initial Bio-Tech work was discussed but
83 ongoing annual costs in a not-to-exceed (NTE) amount of \$2,900 was not discussed in the initial
84 Committee meeting. This would be the cost to review the Management Plan and make any
85 updates. She suggested that the Committee discuss the proposal to determine how this should
86 be presented to the Boards.

87 Ms. Kramer noted that this was new; she thought the \$2,900 NTE amount in the first
88 half of the proposal would have covered ongoing presentations and the HCDD Board was not
89 aware of this expense. Mr. Tyree stated it seemed as if the initial contract would continue
90 annually, in perpetuity, as needed.

91 Ms. Cerbone asked if the Committee would like to present this to the Boards for
92 consideration or discuss it again in the future. Ms. Kramer asked if the original \$2,900 was for
93 the first year and this additional \$2,900 is for the next year. Mr. Tyree stated that was his

94 understanding. Ms. Kramer stated she would like to defer a decision until the first year. Mr.
95 Tyree concurred.

96

97 **FOURTH ORDER OF BUSINESS**

**Presentation/Discussion: Buck Lake
Management Plan, Buck Lake Policies and
Public Use Policies**

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Ms. Cerbone stated the email sent to attendees shortly before the meeting included the agenda and some Committee member feedback regarding the Management Plan and/or Policies. Additional information provided by Ms. Kramer was behind Tab 6 in the agenda.

A. Buck Lake Management Plan

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Ms. Cerbone stated she believed both Committee members reviewed the Management Plan. Ms. Kramer's discussion questions were behind Tab 6. Ms. Kramer stated her questions dealt with the proposal for treating the lake, as it seemed to her that the proposal appeared to have been crafted specifically for HWCDD and the canal system.

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Mr. Baker stated the Management Plan was designed to keep nuisance vegetation out of the lake and associated canals, as was done annually. Specific species targeted were listed, along with information about each species, equipment to be used and the frequency of lake treatments.

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Mr. Tyree stated he discussed the Management Plan with Mr. Baker; he was familiar with this type of management plan, which is in use in several other communities and managed by Bio-Tech. He and Mr. Baker discussed having an aquatic harvester remove aquatic plants from the canals at HWCDD's expense.

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Ms. Kramer felt that the Management Plan seemed more like an aquatic species treatment plan than a Management Plan because it lifts out the different species of concern. She hoped to see a map a well-rounded lake management plan depicting locations of vegetated areas and more about the lake itself. She did not see any mention of water quality; the Plan was strictly limited to some of the vegetated species. Regarding vegetated species and treatment, the Plan covered most of the problem species in the lake but it does not adequately address torpedo grass, which is currently a serious and growing problem in the lake. She asked Mr.

124 Baker if he saw that the torpedo grass had grown quite a bit. Mr. Baker stated that he had
125 recent pictures of the canals but his staff has not been in the lake in about one year.

126 Ms. Kramer stated the water hyacinth is a major problem and the Management Plan
127 addressed that. She stated she appreciated Mr. Tyree's statement that HWCDD would bear the
128 expense for the canals because the canals have been very weed-choked, absent treatment
129 since being closed off. She would like to have more discussion about how torpedo grass would
130 be addressed. Old world climbing fern is not a lake plant; there is an ongoing eradication
131 program for old world climbing fern, as it is a major wetland area plant but she felt that it
132 should not be included in the Lake Management Plan because it grows in both CDDs and
133 comprises a big treatment problem. She felt that the Plan was a good first attempt with plant
134 species but it should also address water quality, evaluate shoreline issues as required under the
135 Agreement, evaluate what needs to be done prior to the canals being reconnected to the lake
136 and include a map showing vegetated areas. She felt that, going forward, metrics are needed to
137 compare successes in the upcoming year so that the Committee knows if it is progressing in
138 protecting the lake and the Treatment Plan or just holding the line and determine if more needs
139 to be done to protect the lake.

140 Mr. Baker stated he recognized that torpedo grass is a significant problem; the initial
141 treatment would reduce it tremendously and he would include torpedo grass in the
142 Management Plan as a species to be treated. Regarding the old world climbing fern,
143 concentrations close to the lake were treated from the lake; the CDD is responsible for
144 controlling old world climbing fern in the conservation area. When observed adjacent to the
145 lake, it would be spot treated from the airboat.

146 Ms. Kramer asked if some buffer area should be included at the edge of the lake. Mr.
147 Baker stated that spot treatments are performed from the airboat in areas where growth was
148 immediately adjacent to the lake. Ms. Kramer asked if he was proposing to do that wherever
149 growth is observed on both HCDD and HWCDD property. Mr. Baker replied affirmatively.

150 Mr. Baker stated that water quality sampling could be included in the Management Plan
151 with the parameters and frequency desired. Ms. Kramer stated she believed that water quality
152 is a big concern; previously the decision was not to manage fish populations because those are

153 not controlled by permitting but water quality parameters are a concern and it is important to
154 know whether the stormwater inputs to the lake are causing degradation to the lake. She felt
155 that parameters are needed to determine progress. Mr. Baker believed a water quality
156 sampling plan was in effect with another contractor. Ms. Kramer stated that volunteers were
157 unable to manage the data and a professional company is needed to conduct the sampling. She
158 suggested quarterly monitoring to capture seasonal variations.

159 Mr. Tyree stated that was acceptable and that HWCDD conducts monitoring necessary
160 for the NPDES permits. Mr. Baker stated that the cost would depend on the parameters and
161 suggested a standard surface Class 3 water and nutrients, water and grease and standard
162 surface water parameter testing program. Ms. Kramer suggested turbidity testing. Mr. Baker
163 stated he could add erosion issues to the Plan and technicians would note issues in the reports.

164 Ms. Kramer stated she toured the lake perimeter and did not notice any erosion; the
165 banks seemed naturally well-vegetated. There was no major erosion in the lake itself but she
166 could not survey the canal; the HCDD permitting requires the canals and banks to remain
167 naturally vegetated. Mr. Tyree stated that those would likely be the only areas of erosion
168 concern. Ms. Kramer stated the canal with HCDD ownership of the bank is only approximately
169 300' long, next to the dock entry area. Mr. Baker stated he could include it in lake management
170 plan. Ms. Kramer asked for the Plan to include a write-up about the size, water quality, etc.,
171 because HCDD was doing the baseline in its own management plan; this Management Plan
172 would be amended year to year and it would be good to observe trends and changes to the
173 lake.

174 Ms. Cerbone noted that HWCDD would meet in August and she asked if the Committee
175 would like Mr. Baker to revise the Management Plan before it is presented to the respective
176 Boards. Ms. Kramer's preference was for the updates to be made. Mr. Tyree had no preference.

177 **B. Policies for use of Buck Lake and Other Stormwater Management Facilities**

178 Ms. Cerbone stated Ms. Kramer's feedback included safety concerns and stated the
179 Policies should incorporate what is already in the Cost Sharing Agreement, policies that are
180 already in place, as long as it does not conflict with HWCDD's policies, and any additional items.

181 Mr. Tyree stated he felt it was important to follow Florida Fish and Wildlife Conservation
182 Commission (FWC) guidelines and fish regulations in Buck Lake so that neither the CDDs nor
183 anyone else can get in trouble and he noted that active fishermen would take issue with
184 inconsistent regulations. He was hesitant to approve a requirement for barbless hooks because
185 it would be difficult for children and requiring barbless hooks would be problematic; the lake is
186 there to promote fishing and the outdoors and he would not want to deter people with that
187 type of requirement.

188 Ms. Kramer felt that they were in agreement on most items. Regarding boat length, she
189 stated there is one 20' pontoon boat. She asked if he would prefer a separate NTE boat length
190 for private boat ownership. Mr. Tyree felt that most boaters would use kayaks, canoes and jon
191 boats and noted that most kayaks and jon boats are within 16' and that NTE 20' is reasonable;
192 most kayaks and paddleboards are 14' to 16' long.

193 Ms. Kramer stated she was in agreement with most items. She noted that the barbless
194 hooks verbiage was from a catch and release program; it is on some of the educational
195 materials and signage around the lake but she understood that bringing fish in with barbless
196 hooks is a challenge. Mr. Tyree agreed and stated barbless hooks could be encouraged but not
197 required, particularly with catch and release fishing.

198 Ms. Kramer stated she agreed with the length and bag limits; the CDDs must be
199 consistent and many of the game fish do not exceed 8' to 10' so the FWC guidelines should be
200 good for the community. Ms. Kramer and Mr. Tyree agreed they had a consensus. The updated
201 Policies and the Management Plan would be presented to each respective CDD Board once
202 updated.

203 Ms. Cerbone asked if any additional stormwater facilities or policies required discussion.
204 Ms. Kramer stated she believed the stormwater ponds are separate and apart from the lake
205 and all the policies were already adopted. If anything is considered critical for protection of the
206 lake, on both sides, that could be adjusted but she thought most of the rules are for the
207 individual CDDs' management of the stormwater policies. Ms. Cerbone asked if Ms. Kramer was
208 saying that nothing should be deleted unless it in some way impacts Buck Lake. Ms. Kramer
209 responded affirmatively.

210 Regarding the section that states “reptiles may neither be removed from nor released
211 into the ponds”, Mr. Tyree voiced his opinion that a nuisance alligator may need to be removed
212 from the pond. Ms. Kramer concurred but noted that HCDD does not allow an alligator to be
213 removed strictly based on one homeowner’s request; removal must be considered further,
214 prior to removal, because some new homeowners want to remove every alligator. She stated
215 there is a definition in Florida related to alligators larger than 4’ and noted that exceptions must
216 be provided, as major stormwater system repairs cannot be completed with alligators in the
217 ponds. Mr. Tyree stated, if a homeowner calls FWC to remove an alligator, he would not
218 intervene, especially given events with children in recent years. He felt that the rule should be
219 governed by the FWC and not the CDDs. Ms. Kramer concurred and expressed her opinion that
220 the FWC is usually good about working with the communities, especially giving some latitude
221 during mating season, etc. Mr. Baker noted the extensive information on the FWC education
222 website.

223 Mr. Tyree felt that the FWC should police and govern these regulations. Ms. Cerbone
224 asked if the Committee wanted to do the following:

- 225 1. Remove the “Ponds and Other Stormwater Management Facilities Policies” section from
226 the Buck Lake Policies.
- 227 2. Add an additional item to the Buck Lake Policies about removal of wildlife and reference
228 the FWC in relation to alligators. The Buck Lake Policies currently do not mention wildlife
229 removal.

230 The consensus was to make those changes.

231 Ms. Cerbone asked if the section regarding “Violation of the policies set forth herein
232 may result in suspension” should remain, and if it should say “Harmony West and Harmony
233 CDDs”.

234 The consensus was to make these changes and to use plural to indicate both Districts.

235 Mr. Earlywine noted the absence of an enforcement provision and stated that a Chapter
236 120 Rulemaking Hearing could be used to make the argument that a rule can be enforced
237 through a lawsuit. Penalties of up to \$1,000 per violation may be charged and attorney’s fees

238 may be recovered. While it is not likely to be needed, it may be worth adding the enforcement
239 provision to give the CDDs recourse regarding enforcement.

240 Ms. Cerbone suggested the Committee consider this matter at the next meeting. Ms.
241 Kramer stated she would like to review the language at the next Committee meeting. Ms.
242 Cerbone stated she would add an agenda discussion item regarding the process for rulemaking
243 related to Buck Lake and supply the language for review in advance of the meeting.

244 **Mr. Tyree left the meeting briefly at 2:25 p.m.**

245 Mr. LaNasa stated, with regard to rulemaking, in the event of a case with the water
246 management district, it would allow the CDDs to transfer the penalty to avoid being fined.

247 **C. Public Use Policies**

248 Ms. Kramer stated one new resident purchased an amenities package. For \$1,000 per
249 year, any member of the public may buy a family membership to access the lake and all
250 amenities.

251 **Mr. Tyree rejoined the meeting at 2:30 p.m.**

252 Ms. Cerbone stated the next agenda would include Updated Policies and an Updated
253 Management Plan. Mr. Earlywine would provide information for the Committee to talk about
254 whether there is interest in recommending the rulemaking process.

255 Ms. Cerbone stated that there is currently a Public Use Policy because an annual fee of
256 \$1,000 can be paid for the use of Buck Lake. Ms. Kramer stated there was a \$1,000 fee for the
257 HCDD. Ms. Cerbone stated a HWCDD resident recently expressed interest in that as well. She
258 did not believe a nonresident expressed interest and asked if there is any interest in
259 implementing public use policies.

260 Ms. Kramer stated that HCDD has that in place and nonresidents have bought into the
261 amenities, so it would be up to HWCDD to adopt the same thing. She suggested Mr. Earlywine
262 discuss the options since, in the absence of a rule or policy, it is open to the public. Mr. Tyree
263 stated he would like to review the HCDD policy verbiage and discuss it with Mr. Earlywine and
264 Ms. Cerbone. This item was deferred to the next meeting.

265

266 **FIFTH ORDER OF BUSINESS**

**Review of Harmony CDD Costs Incurred for
Buck Lake Maintenance Services**

267
268

269 Ms. Cerbone recalled that, at the last meeting, Ms. Kramer explained the procedure that
270 HCDD was following to treat and provide services to Buck Lake and she sent a very detailed
271 email. Following a conversation with HCDD, Ms. Cerbone requested more formalized
272 information and sample invoices, which Ms. Kramer provided and those were included in the
273 Agenda, behind Tab 5.

274

275 Ms. Kramer presented the inspection log, which showed inspection and treatment
276 dates, service hours, supplies purchased and costs. She stated, as noted in the narrative, the
277 costs shown were for individual products purchased to date; chemicals were not ordered for
278 individual products. The cost for treatment of the lake is \$525 per month and the division
279 would be a 50/50 split for the time prior to formalizing it and moving to a private contractor.
280 She stated that HCDD would appreciate that. She recalled Mr. Tyree previously mentioning the
281 possibility of an agreement where HWCC would pay for the next year of treatment in
282 recognition of HCDD maintaining the lake in the past. She believed HCDD would likely accept
282 and be comfortable with such an arrangement.

283

284 Mr. Tyree stated he would like to present the documentation at the next HCDD Board
285 meeting for review and, as discussed in the past, reach an Agreement whereby, because HCDD
286 paid for the last two years, payment would be deferred for the next two years. If he could have
287 until the August HCDD Board meeting, he believed he could resolve this and move forward.
287 Ms. Kramer expressed appreciation.

288

289 **SIXTH ORDER OF BUSINESS**

**Confirmation of Approval of Bio-Tech
Consulting, Inc., Proposal for Annual
Inspection and Recommended
Maintenance**

290
291

292
293

- 294 • **Initial Fee: 50% of Initial Cleanup \$3,500 and Annual Maintenance \$14,400**

295

296 Ms. Kramer stated the proposal was not in the agenda book and she was looking for the
296 original proposal. She observed that the proposal has a map of HCDD and stated it seemed

297 more like a proposal to handle invasive species, such as the wetland and upland areas, more
298 than the actual lake. Mr. Baker stated it might be the wrong proposal.

299 Ms. Cerbone asked Mr. Rom to confirm if the correct proposal was sent to Ms. Kramer.
300 Mr. Rom responded affirmatively. Ms. Kramer stated she did not receive it; the aforementioned
301 proposal was presented to the HCDD Board and was not approved, as expected. She requested
302 that Mr. Baker submit a more targeted proposal, in accordance with the new Management
303 Plan.

304 Ms. Cerbone asked Mr. Rom to email the Bio-Tech proposal with the bid price of
305 \$14,400 per year to Ms. Kramer and Mr. Baker so that Ms. Kramer can correspond with Mr.
306 Baker directly. She suggested the District Managers work with their respective Committee
307 members between meetings.

308 Ms. Kramer asked for the proposal to clarify that the initial treatment of the canals
309 would be paid for by HWCDD and then the annual costs would start with a 50/50 split.

310 Ms. Cerbone surmised that Ms. Kramer was saying she wanted the proposal to reflect
311 only the true amounts for the cost share portion and that anything Bio-Tech does specifically
312 for HWCDD would need to be a separate proposal for HWCDD only.

313 Mr. Baker stated the initial bid was basically treating the whole lake and canal with
314 herbicide; the harvesting work Mr. Tyree discussed was not included in the proposal. Mr. Tyree
315 confirmed that was correct; the proposal in question is for the whole lake. Harvesting the
316 Cuban bulrush from the canals is included only on the HWCDD proposal; it is a much bigger job
317 for HWCDD and it is not reflected in any of those numbers.

318 Mr. Rom stated he would send the proposal shortly after the conclusion of the meeting.
319 Ms. Cerbone noted that both Boards would adopt their Fiscal Year 2022 budgets soon and this
320 would require discussion in August and September. She stated it seemed that Ms. Kramer is not
321 ready to discuss the expenses without the proposal.

322 Ms. Kramer stated, if she receives the information right away, it could be included in her
323 upcoming July 29, 2021 Board meeting agenda; the deadline for inclusion is Monday, July 19,
324 2021. Discussion ensued regarding the deadline for inclusion of items in the agenda.

325 Mr. Baker expressed his intention to revise the Management Plan, based on what was
326 discussed, and then prepare a revised contract that includes the water quality testing.

327 Ms. Cerbone stated the Management Plan is not the main thing Ms. Kramer needs for
328 the meeting; she needs the cost of service. Mr. Baker stated the contract includes initial fees
329 and monthly fees; he would add water quality parameters and lab and sampling fees.

330 Discussion ensued regarding where the cost for water quality testing should be
331 included, whether to include it in the Management Plan that was approved by the HCDD Board
332 or add water quality testing to the annual service plan, which has not been provided yet.

333 Ms. Kramer stated, while she felt these were more Management Plan than maintenance
334 costs, they could be included in the maintenance section, if necessary. Mr. Tyree stated he had
335 no preference. Mr. Baker stated he could include it in the other contract, denote the quarterly
336 and annual cost and add it to the Consulting and Management Plan. The consensus was that
337 this is acceptable.

338

339 **SEVENTH ORDER OF BUSINESS**

**Next Steps on Buck Lake Maintenance
Services**

340

341

342 Ms. Cerbone asked if anything needed to be discussed, considered or done by any party
343 that had not been discussed. There were none.

344

345 **EIGHTH ORDER OF BUSINESS**

Other

346

347 There being no other matters to discuss, the next item followed.

348

349 **NINTH ORDER OF BUSINESS**

Committee Comments/Requests

350

351 There being no Committee comments or requests, the next item followed.

352

353 **TENTH ORDER OF BUSINESS**

Next Meeting Date: _____

354

355 Discussion ensued regarding the next Buck Lake Committee meeting date and agenda
356 items for the meeting. Ms. Cerbone stated the next HWCDD meeting would be on Thursday
357 August 19, 2021.

358 The next Committee meeting would be on August 10, 2021 at 9:00 a.m., at the same
359 meeting location. Ms. Cerbone recapped the items to be included on the next Committee
360 meeting agenda, as follows:

- 361 ➤ An updated Management Plan would be presented.
- 362 ➤ The HWCDD District Manager would update the Policies.
- 363 ➤ Mr. Earlywine would provide the steps necessary to establish an enforcement provision.
- 364 ➤ Mr. Baker would update his proposal to include water quality testing; these costs would
365 be included on his Consulting and Management proposal, not in the Services proposal.
- 366 ➤ The Services proposal would be emailed to Mr. Baker and Ms. Kramer. Any updates
367 would be presented at the next meeting.

368

369 **ELEVENTH ORDER OF BUSINESS**

Adjournment

370

371 There being nothing further to discuss, the meeting adjourned at 2:56 p.m.

372

373

374

375

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

376

377

378

379

380

381 _____
Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4C

MAINTENANCE OF BUCK LAKE
Costs incurred by Harmony CDD from
January 2020 to June 2021

Harmony CDD has expended \$9450 to maintain Buck Lake from January 2020 to June 2021 (18 months). This equates to:

- 1. \$6300 per year, or**
- 2. \$525 per month.**

The above costs include staff time, boat usage, chemical costs and overhead. No profit is included as the Harmony CDD is a governmental entity.

Staffing: During the above time period, Harmony CDD maintained six full time staff members, two of whom serve to maintain Buck Lake as part of their duties. At all times during the maintenance period, the primary employee responsible for maintaining Buck Lake has held a Florida Aquatic Pesticide License, Public Certification and the other is trained to assist in the maintenance of Buck Lake. (See Attachment A)

Chemicals: Tribune is used for control of invasive aquatic weeds along with Cide Kick, a surfactant, that ensures better contact of the herbicide. (Invoices provided in Attachment B, however these invoices include not only chemicals for maintenance of Buck Lake, but also chemicals for maintenance of Harmony's ponds and wetlands. Harmony does not purchase chemicals separately for each project.)

Previous Report: This information should be read with the report previously provided via email to Cindy Cerbone, District Manager, Harmony West. (See Attachment C)

Harmoy CDD Maintainece at Buck Lake					
YEAR	MONTH	INSPECTION DATE	HOURS	TREATMENT DATE	HOURS
2020					
	JANUARY	Tuesday, January 7, 2020	6		
	FEBRUARY	Tuesday, February 4, 2020	6		
	MARCH	Tuesday, March 3, 2020	6		
	APRIL	Tuesday, April 7, 2020	6		
				Tuesday, April 21, 2020	10
	MAY	Tuesday, May 5, 2020	6		
				Tuesday, May 12, 2020	6
	JUNE	Friday, June 12, 2020	6		
				Tuesday, June 16, 2020	10
	JULY	Tuesday, July 7, 2020	6		
				Tuesday, July 14, 2020	8
	AUGUST	Tuesday, August 4, 2020	6		
				Tuesday, August 11, 2020	6
	SEPTEMBER	Tuesday, September 1, 2020	6		
				Tuesday, September 8, 2020	4
	OCTOBER	Tuesday, October 6, 2020	6		
				Tuesday, October 20, 2020	14
	NOVEMBER	Tuesday, November 3, 2020	6		
	DECEMBER	Tuesday, December 1, 2020	6		
2021					
	JANUARY	Tuesday, January 5, 2021	6		
	FEBRUARY	Tuesday, February 2, 2021	6		
	MARCH	Tuesday, March 2, 2021	6		
	APRIL	Tuesday, April 6, 2021	6		
	MAY	Tuesday, May 4, 2021	6		
				Tuesday, May 25, 2021	6
	JUNE	Tuesday, June 1, 2021	6		
				Tuesday, June 15, 2021	1
				Wednesday, June 23, 2021	1
	JULY				
	AUGUST				
	SEPTEMBER				
TOTAL			108		66

ATTACHMENT A

Invoice Summary

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
44207456	NUTRIEN AG SOLUTIONS, INC (HARMONY)	01/11/2021	Harmony (Harmony CDD)	2,324.00
41787296	NUTRIEN AG SOLUTIONS, INC (HARMONY)	04/27/2020	Harmony (Harmony CDD)	2,117.50
41116133	NUTRIEN AG SOLUTIONS, INC (HARMONY)	02/06/2020	Harmony (Harmony CDD)	2,025.00
Total:				6,466.50

Nutrien Ag Solutions, Inc.
 WAVERLY FL (1002)
 PO BOX 416
 WAVERLY, FL 33877
 863-439-1569



INVOICE

Invoice #: 44207456
Invoice Date: 01/11/21
Due Date: 02/20/21
Delivery Date: 12/29/20
Order #: 18345200
PO#:
Sales Rep: Knowlton, Troy

HARMONY COMMUNITY DEV DIST (1729393)
 210 N. UNIVERSITY DR #702
 CORAL SPRINGS, FL 33071

Ship Via: Customer Vehicle **County:** POLK

Product #	Product Description	Quantity		Gross Unit Price	Sales Tax	Gross Ext'd Price
1000016537	100-1390	40.0000	GA	49.0000		1,960.00
1000004687	524-343	10.0000	GA	17.9000		179.00
1000901579		10.0000	GA	18.5000		185.00

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

FRAUD ALERT – Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

APPROVED
 By Gerhard van der Snel at 8:56 am, Jan 25, 2021

Invoice Sub Total: 2,324.00
Sales Tax: 0.00
Invoice Total: 2,324.00
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 2,324.00
Amount Due: 2,324.00

Remit To:

Nutrien Ag Solutions, Inc.
 PO BOX 10
 WALL LAKE, IA 51466

Nutrien Ag Solutions, Inc.
 WAVERLY FL (1002)
 PO BOX 416
 WAVERLY, FL 33877
 863-439-1569



INVOICE

Invoice #: 41787296
Invoice Date: 04/27/20
Due Date: 05/20/20
Delivery Date: 04/27/20
Order #: 16479452
PO#:
Sales Rep: Knowlton, Troy

HARMONY COMMUNITY DEV DIST (1729393)
 210 N. UNIVERSITY DR #702
 CORAL SPRINGS, FL 33071

Ship Via: Customer Vehicle **County:** POLK

Product #	Product Description	Quantity		Gross Unit Price	Sales Tax	Gross Ext'd Price
1000901579	524-343	35.0000	GA	18.5000		647.50
1000016537	100-1390	30.0000	GA	49.0000		1,470.00

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

***** Invoice Notes *****

SHIP TO ORDER(S): 16479452
 (HARMONY COMMUNITY DEV / DIST) 7370 FIVE OAKS DR, HARMONY, FL. 34773

Received
 CORIN RUSSELL
 APR 27 2020
 WEEBANK

Approved G v/d Snel 04/29/2020

FRAUD ALERT – Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

Invoice Sub Total: 2,117.50
Sales Tax: 0.00
Invoice Total: 2,117.50
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 2,117.50
Amount Due: 2,117.50

Remit To:

Nutrien Ag Solutions, Inc.
 PO BOX 10
 WALL LAKE, IA 51466

Nutrien Ag Solutions, Inc.
 WAVERLY FL (1002)
 PO BOX 416
 WAVERLY, FL 33877
 863-439-1569



INVOICE

Invoice #: 41116133
Invoice Date: 02/06/20
Due Date: 03/20/20
Delivery Date: 02/06/20
Order #: 15917909
PO#:
Sales Rep: Knowlton, Troy

HARMONY COMMUNITY DEV DIST (1729393)
210 N. UNIVERSITY DR #702
CORAL SPRINGS, FL 33071

Ship Via: Customer Vehicle **County:** POLK

Product #	Product Description	Quantity	Unit	Gross Unit Price	Sales Tax	Gross Ext'd Price
1000901579	ROUNDUP CUSTOM 2X2.5GA	30.0000	GA	18.5000		555.00
524-343						
1000016537	TRIBUNE 2X2.5GA	30.0000	GA	49.0000		1,470.00
100-1390						

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

***** Invoice Notes *****

SHIP TO ORDER(S): 15917909
 (HARMONY COMMUNITY DEV DIST) 7370 FIVE OAKS DR, HARMONY, FL. 34773

Approved G v/d Snel 02/10/2020

Mitigation Project, per Gerhard

Received
 Coral Springs, FL
 FEB 10 2020
 INFRAMARK

FRAUD ALERT – Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

Invoice Sub Total: 2,025.00
Sales Tax: 0.00
Invoice Total: 2,025.00
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 2,025.00
Amount Due: 2,025.00

Remit to

Nutrien Ag Solutions, Inc.
 PO BOX 10
 WALL LAKE, IA 51466

Harmony CDD--Cost of Buck Lake Maintenance

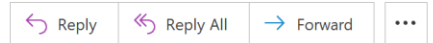


Teresa Kramer

To Cindy Cerbone

Cc kristen.suit@inframark.com

Follow up. Start by Wednesday, July 7, 2021. Due by Wednesday, July 7, 2021.



Fri 4/30/2021 10:57 AM

Morning, Cindy,

The following is a summary of the costs that the Harmony CDD has incurred in maintaining Buck Lake for both Harmony and Harmony West CDDs over the past 16 months. As requested by the Buck Lake Committee, the Harmony CDD Board considered and approved continuing this maintenance on a 50%/50% cost share basis, provided we are able to come to an equitable agreement on the retroactive cost share. They were amenable to Chris Tyree's recommendation of waiving Harmony CDD's 50% maintenance cost share for a reciprocal period of time in place of a reimbursement.

Cost of Harmony CDD Maintenance of Buck Lake--Harmony West CDD requested a summary of costs that Harmony CDD has incurred in maintaining Buck Lake. The following is an estimate of time and costs associated with maintenance since Harmony CDD staff assumed maintenance of Buck Lake in January 2020:

- Staff Costs: \$3850 = \$25/hr X 154 man-hours total for 16 months (Calculated door to door at Field Services Trailer; Monthly Inspections required 96 man-hours=16 monthly inspections at 6 man-hours/inspection; Treatment required 58 man-hours, includes mixing chemicals and application)
- Chemical Cost: \$696.64 (12.5 gallons of Tribune @ \$50/gal; 4 gal Cide kick @ \$17.90/gal)
- Boat Cost: \$1703= \$13/hour X 131 hours of operation
- Overhead: \$2124.88= 34% of Direct Costs (\$6249.64)

Total costs for 16 months of Buck Lake maintenance cost Harmony CDD \$8374.52 which equates to an average of \$523.41/month (\$6280.92/year)

In addition, the Harmony CDD approved reimbursing Harmony West CDD the NTE of \$2175 for the Harmony CDD's 50% share of development of the Buck Lake Management Plan and associated activities. We look forward to working with Harmony West on the development of that plan.

Sincerely,
Teresa Kramer, Chair
Harmony CDD
850-445-8733

ATTACHMENT C

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6A

**AGREEMENT FOR ENVIRONMENTAL MONITORING AND MAINTENANCE SERVICES
[WETLAND/UPLAND BUFFER PRESERVATION AREAS W-2, W-3, W-5, W-6 AND W-7]**

THIS AGREEMENT ("Agreement") is effective as of the 1st day of October, 2021, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District"); and

BIO-TECH CONSULTING INC., a Florida corporation, with a mailing address of 3025 East South Street, Orlando, Florida 32803 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by Osceola County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide environmental monitoring and maintenance services for wetland and upland buffer preservation areas identified as W-2, W-3, W-5, W-6 and W-7, and further identified in **Exhibit A** attached hereto; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide environmental monitoring and maintenance services and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional environmental monitoring and maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit B**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF ENVIRONMENTAL MONITORING AND MAINTENANCE SERVICES. The Contractor will provide environmental monitoring and maintenance services for wetland and upland buffer preservation areas identified as W-2, W-3, W-5, W-6 and W-7, and further identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit B**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit B**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District’s representative with respect to the services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District’s representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the following amounts:

	TOTAL	FY 2021-2022	FY 2022-2023	FY 2023-2024
Monitoring – Bi-Annual	\$9,600.00	\$3,200.00	\$3,200.00	\$3,200.00
Monitoring – Annual Report	\$3,600.00	\$1,200.00	\$1,200.00	\$1,200.00
Monthly Maintenance	\$4,800.00	\$1,600.00	\$1,600.00	\$1,600.00
General Project Coordination		Not to Exceed \$2,000.00	Not to Exceed \$2,000.00	Not to Exceed \$2,000.00

The term of this Agreement shall be from the first date written above through September 30, 2022 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for two (2) additional one (1) year terms, unless terminated pursuant to the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out

of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District

shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized

by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell Hunt & Associates, LLC (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or

confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief

that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

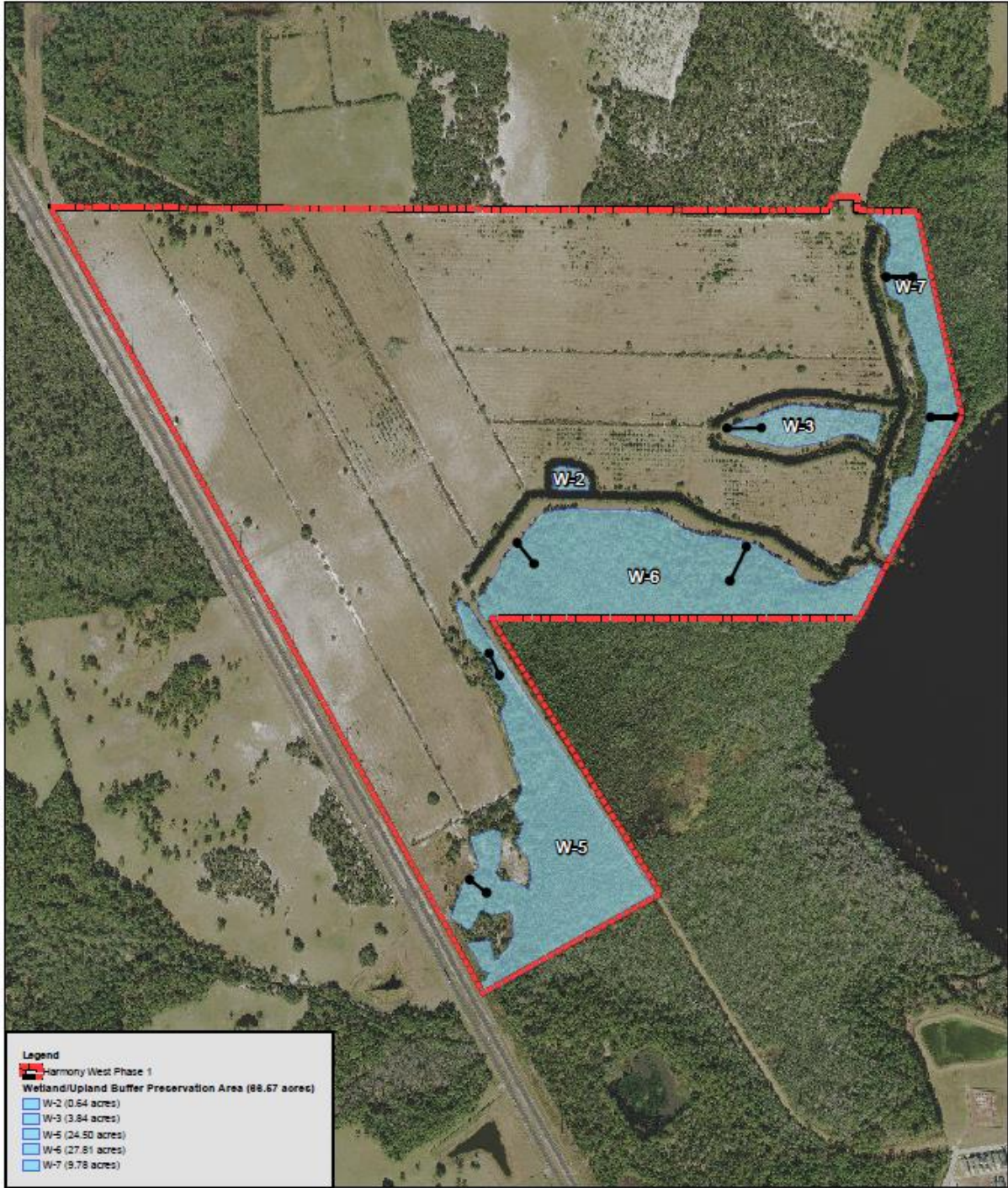
BIO-TECH CONSULTING INC.

By: _____

Its: _____

- Exhibit A: Location Map**
- Exhibit B: Scope of Services**

Exhibit A:
Location Map



Bio-Tech Consulting Inc.
Environmental and Permitting Services
2092 East Robinson Street Orlando Florida 32805
Office 407.894.5545 Fax 407.354.5978
info@bio-techconsulting.com www.bio-techconsulting.com

Harmony West Phase 1
Osceola County, Florida
Figure 8
Mitigation Monitoring

0.25 Miles
Project #: 581-32
Produced By: LPM
Date: 9/26/2016

**Exhibit B:
Scope of Services**

[PRICING BELOW REFLECTS TOTAL PRICE FOR THREE YEARS OF BI-ANNUAL MONITORING; ANNUAL REPORT AND MONTHLY MAINTENANCE; PRICING BELOW REFLECTS AN ANNUAL TOTAL PRICE FOR GENERAL PROJECT COORDINATION; ANNUAL PRICES ARE OUTLINED IN THE AGREEMENT]

**PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST PHASE 1
MONITORING & MAINTENANCE
BTC Proposal No. 20-580**

1. **MONITORING – BI-ANNUAL (50-02)**
 Conduct bi-annual monitoring events (i.e., twice per year) as required by the permits. This includes the required inspection, data compilation, photography, etc.
TASK COST: \$1,600.00/event (6 events over 3 years)
TASK TOTAL: \$9,600.00

2. **MONITORING – ANNUAL REPORT (50-03)**
 Prepare and submit annual reports pursuant to the requirements of the permits. This report will include all data and documentation necessary to meet the permit conditions.
TASK COST: \$1,200.00/report (3 reports over three years)
TASK TOTAL: \$3,600.00

3. **MONTHLY MAINTENANCE (75-06)**
 Mitigation maintenance to meet the conditions of the SFWMD permit conditions. This task will consist of the application of approved herbicide to control nuisance and exotic vegetation within the CE areas. Maintenance events will occur on a quarterly basis for 3 years.
TASK COST: \$400.00 per event (12 events)
TASK TOTAL: \$4,800.00

4. **GENERAL PROJECT COORDINATION (45-00)**
 This task will include numerous phone calls, correspondence, meetings, etc...
TASK COST: Hourly per Schedule
 Not To Exceed \$2,000.00

**Bio-Tech Consulting, Inc.
Time & Materials Schedule**

Expert Witness	\$275.00-\$350.00/hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/hour
Project Manager	\$135.00/hour
Wildlife Specialist	\$120.00/hour
Field Biologist	\$100.00/hour
Field Technician	\$90.00/hour
GIS	\$90.00/hour
Administrative	\$45.00/hour
<hr/> Materials & Expenses	Cost + 12%

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6B

**AGREEMENT FOR ENVIRONMENTAL MAINTENANCE SERVICES
[BUCK LAKE]**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District"); and

BIO-TECH CONSULTING INC., a Florida corporation, with a mailing address of 3025 East South Street, Orlando, Florida 32803 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance adopted by Osceola County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide environmental maintenance services for Buck Lake, and further identified in **Exhibit A** attached hereto; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide environmental maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional environmental maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF ENVIRONMENTAL MAINTENANCE SERVICES. The Contractor will provide environmental maintenance services for Buck Lake, and further identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District’s representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the following amounts:

	FY 2021-2022	FY 2022-2023	FY 2023-2024
Initial Lake Maintenance	\$3,500.00		
Monthly Lake Maintenance	\$14,400.00	\$14,400.00	\$14,400.00

The term of this Agreement shall be from the date first written above and through September 30, 2022 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for two (2) additional one (1) year terms, unless terminated pursuant to the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from

the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No

certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep,

observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All

other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth

above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell Hunt & Associates, LLC ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

BIO-TECH CONSULTING INC.

By: _____

Its: _____

Exhibit A: Scope of Services

**Exhibit A:
Scope of Services**

**PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST - BUCK LAKE MANAGEMENT
BTC PROPOSAL No. 21-1034**

1. MAINTENANCE INITIAL (75-3)

Initial Herbicide Treatment. Initial treatment within the wetland and upland buffer preservation areas. This initial treatment will target all Category I and II Exotic Species (FLEPPC Lists) located within the preservation areas.

NOTES: Initial treatment of Buck Lake to clean up the canals and majority of the Lake.

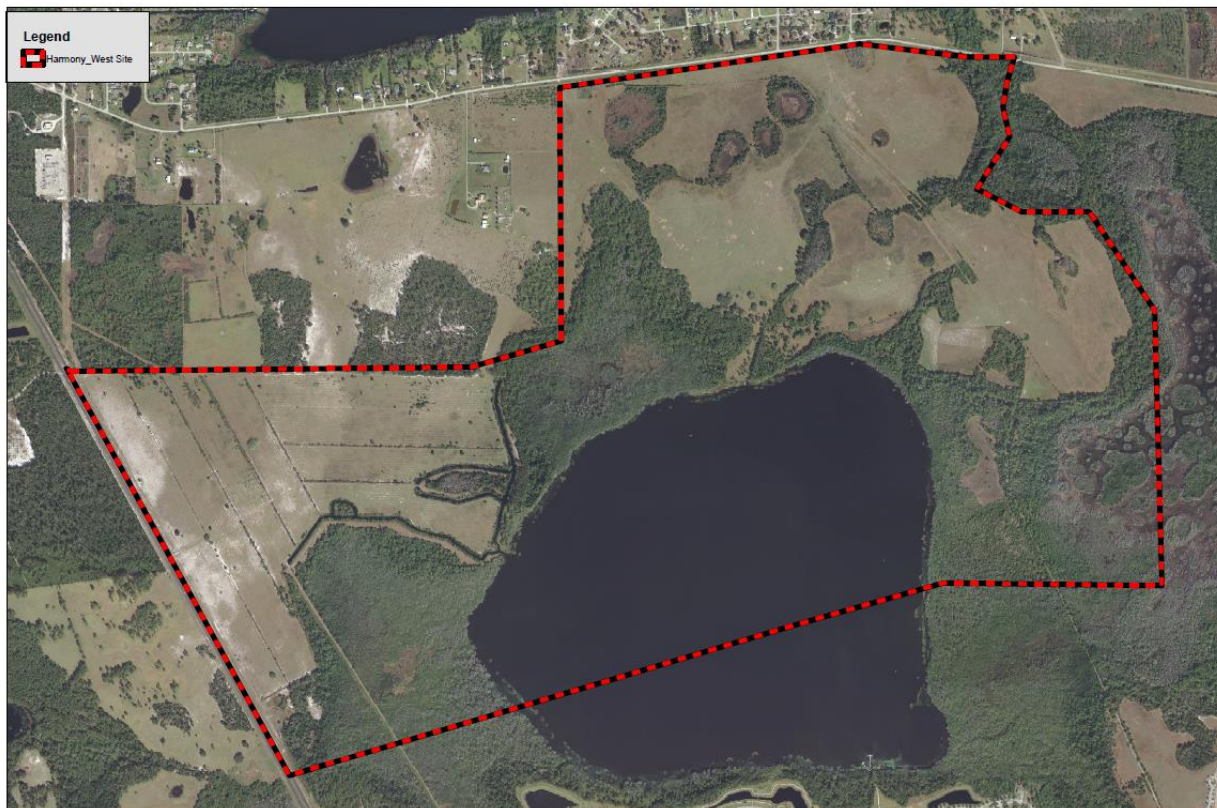
TOTAL PRICE: \$3,500.00

2. MAINTENANCE MONTHLY - LAKESHORES (75-10)

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.

NOTES: monthly = \$14,400.00 annual

Event Price: \$1,200.00



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6C

**AGREEMENT FOR ENVIRONMENTAL MANAGEMENT SERVICES
[BUCK LAKE]**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District"); and

BIO-TECH CONSULTING INC., a Florida corporation, with a mailing address of 3025 East South Street, Orlando, Florida 32803 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance adopted by Osceola County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide environmental management services for Buck Lake, and further identified in **Exhibit A** attached hereto; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide environmental management services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional environmental management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF ENVIRONMENTAL MANAGEMENT SERVICES. The Contractor will provide environmental management services for Buck Lake, and further identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District’s representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the following amounts:

	FY 2021-2022
Aquatic Management Consulting	ONE TIME, HOURLY Not to Exceed \$1,450.00
General Project Coordination	ONE TIME, HOURLY Not to Exceed \$2,900.00
Maintenance - Initial	ONE TIME \$3,500
Maintenance Monthly - Lakeshores	MONTHLY \$1,200
Water Quality Monitoring	QUARTERLY \$1,750
Water Quality Monitoring Report	SEMI-ANNUAL \$600

The term of this Agreement shall be from the date first written above and through September 30, 2022 unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be

compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less

than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
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SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell Hunt & Associates, LLC (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to

be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland

Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

BIO-TECH CONSULTING INC.

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A: Scope of Services

PROPOSAL FOR ENVIRONMENTAL SERVICES HARMONY WEST - BUCK LAKE BTC PROPOSAL No. 21-714

1. **AQUATIC MANAGEMENT CONSULTING (75-0)**
Aquatic management consultation services.
Hourly Not to Exceed Total Price: \$1,450.00
2. **GENERAL PROJECT COORDINATION (65-0)**
Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.
Hourly Not to Exceed Total Price: \$2,900.00

PROPOSAL FOR ENVIRONMENTAL SERVICES HARMONY WEST - BUCK LAKE MANAGEMENT BTC PROPOSAL No. 21-1034

1. **MAINTENANCE INITIAL (75-3)**
Initial Herbicide Treatment. Initial treatment within the wetland and upland buffer preservation areas. This initial treatment will target all Category I and II Exotic Species (FLEPPC Lists) located within the preservation areas.
NOTES: Initial treatment of Buck Lake to clean up the canals and majority of the Lake.
TOTAL PRICE: \$3,500.00
2. **MAINTENANCE MONTHLY - LAKESHORES (75-10)**
This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.
NOTES: monthly = \$14,400.00 annual
Event Price: \$1,200.00
3. **WATER QUALITY MONITORING (50-7)**
Conduct annual, semi-annual, quarterly, monthly, weekly or daily water quality sampling events per regulatory conditions. Collected during each event will be samples, field parameters and weather conditions. Once collected, samples will be delivered to a certified laboratory for analysis.
NOTES: \$750.00 in lab fees, \$1,000.00 in sampling. Quarterly monitoring events, annual price = \$7,000.00
Event Price: \$1,750.00
4. **WATER QUALITY MONITORING REPORT (50-8)**
Preparation of annual, semi-annual, quarterly, monthly or weekly water quality monitoring reports for submittal to regulatory agencies. Reports will include field and laboratory data gathered through the monitoring program, as well as a discussion of the findings.
NOTES: semi annual reports = \$1,200.00 per year
Event Price: \$600.00

Bio-Tech Consulting, Inc. **Time & Materials Schedule**

Expert Witness	\$275.00-\$350.00/Hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

Buck Lake Management Plan
Harmony, Florida
Osceola County

This plan has been created to set a standard for the management and maintenance of Buck Lake located in Harmony, Florida. Harmony is located along U.S. 192, north of the intersection of U.S. 192 and Harmony Square Drive within Sections 18, 19, 20, 24, 25, 26 29, and 30, Township 26 South, Ranges 31 and 32 East; Osceola County, Florida (Figures 1 & 2). This plan is designed to keep Buck Lake in a native vegetative condition and maintain water quality, in an effort to enhance the wildlife habitat value of the lake and associated wetlands, as well as vegetative composition. The following describes the management plan associated with Buck Lake to include the management of invasive and exotic vegetation and monitor the water quality.

Invasive and Exotic Vegetation Management

Buck Lake is most consistent with the Lakes larger than 500 acres (521) FLUCFCS classification. Vegetation observed within this community includes primrose willow (*Ludwigia peruviana*), pickerelweed (*Pontederia cordata*), torpedograss (*Panicum repens*), water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), Cuban bulrush (*Cyperus blepharoleptos*), and spatterdock (*Nuphar advena*). The four species that are concerning are water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), torpedograss (*Panicum repens*), and Cuban bulrush (*Cyperus blepharoleptos*). These four species are largely invasive and could impact wildlife habitat, anthropogenic use and aesthetics. The following describes the impacts of these species:

Water-Hyacinth (*Eichhornia crassipes*)

Water hyacinth has a variety of negative impacts once introduced into a freshwater environment. It forms dense, impenetrable mats which clog waterways, making boating, fishing and almost all other water activities, impossible. It also reduces biodiversity by crowding out native plants at the water's surface and below. Water hyacinth mats also degrade water quality by blocking the air-water interface and greatly reducing oxygen levels in the water, eliminating underwater animals such as fish.

Water hyacinth is a major freshwater weed in most of the frost-free regions of the world and is generally regarded as the most troublesome aquatic plant. Despite its adverse impacts, it has been widely planted as a water ornamental around the world because of its beautiful, striking flowers. Water hyacinth spreads rapidly by producing stolons or "daughter" plants. Water hyacinth will never be completely eradicated, however management is necessary to control its rapid growth, as the mats it forms can double their size in 6-18 days.

Old World Climbing Fern (*Lygodium microphyllum*)

OWCF climbs into the tree canopy and competes with canopy trees and understory vegetation for light. It can completely engulf Everglade tree islands, pinelands, and cypress swamps, and spreads across open wetland marshes. It can kill mature trees along with their associated epiphytic orchids and bromeliads, and smother understory vegetation, preventing regeneration of the native plant community. As time progresses, a thick mat of old fern material accumulates on the ground, severely altering the habitat. When fire occurs, the fern carries fire into the tree canopy, causing greater damage and transporting fire through wet areas that otherwise present a boundary to the spread of fire. Rare plant species, such as the tropical curlygrass fern (*Actinostachys pennula*) and thin-leaved vanilla orchid (*Vanilla mexicana*), are threatened in their last remaining habitats, such as northern Everglade tree islands and coastal bay swamps. However, the highest potential for significant damage to native plant populations is in areas such as Fakahatchee Strand State Preserve, Everglades National Park, and Big Pine Key National Wildlife Refuge, where numerous rare plants occur.

Torpedograss (*Panicum repens*)

Torpedograss is one of the most serious weeds in Florida. It grows in or near shallow waters forming monocultures where it can quickly displace native vegetation. By 1992, torpedograss had taken over 70% of Florida's public waters. The largest infestations can be found in Lake Okeechobee where it displaces close to 7,000 acres of native marsh. Torpedograss management costs approximately \$2 million a year in flood control systems. The denseness of the mats may impede water flow in ditches and canals and restrict recreational use of shoreline areas of lakes and ponds. Preventive control can be accomplished by preventing the spread and fragmentation of rhizomes. This can be very difficult because if even a tiny fragment of rhizome is left in an area, it will reestablish itself. Control of infestations near waterways will prevent long-range spread via water and this should be a priority. Glyphosate has been the most effective herbicide used to control torpedograss.

Cuban Bulrush (*Cyperus blepharoleptos*)

Cyperus blepharoleptos (Cuban bulrush) forms large monotypic floating mats on the surface of standing water. These mats may send out runners over other emergent plant species and crowd them or exclude them. Cuban bulrush does not appear to be a dangerous invasive throughout much of the world, but is "aggressively weedy" and is known to be invasive in Georgia and Alabama, US.

*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

Initial intense maintenance event(s) will be required to get Buck Lake and its associated canals back into natural condition. Current conditions include an over abundance of water hyacinth, Cuban bulrush and *Salvinia minima*. These plants have choked out the canals located within Harmony West. Once initial events have been completed, a standard monthly maintenance can begin to keep the canals and Buck Lake clear of nuisance vegetation.

Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These management practices will be employed within the entire lake as needed. Monthly maintenance inspections will occur within Buck Lake to determine what, if any, management activities are required. Details of the management activities will be noted in a monthly treatment report.

Water Quality Monitoring

The sampling stations utilized in the Buck Lake Comprehensive Water Quality Monitoring Program were established at strategic points to get adequate sampling size and locations. The locations of these sampling stations are depicted on Figure 3 attached with this Management Plan. Sampling for the stations (Stations 1-3) will be performed quarterly in the canal, just outside the dock and in the middle of the Lake.

Sampling Frequency

Water quality monitoring for the Buck Lake Water Quality Program is conducted four (4) times annually on the following seasonal basis:

February – March	Winter
May – June	Spring
August – September	Summer
November – December	Fall

Field Measurement

Field parameters obtained during each quarterly monitoring event include the following:

Water Temperature (°C)
Specific Conductivity ($\mu\text{S}/\text{cm}$)
Dissolved Oxygen (mg/L)
pH (s.u.)

In situ measurements of temperature, specific conductance and dissolved oxygen are determined utilizing a calibrated handheld Mobile Water Quality Data System. *In situ* measurements of pH will utilize a calibrated Hanna meter or similar instrumentation. The field instrumentation utilized in the collection of data are calibrated prior to each monitoring event. Upon arrival at the sampling destination, the instruments are calibrated prior to the collection of samples. During both calibration events, standard EPA methods and manufacturer's instructions are followed. Equipment is calibrated upon return from the field sampling event to determine drift or error. If drift or error noted is greater than 10%, the measurements recorded are discarded.

Sampling Parameters

Water quality sampling parameters monitored as part of this program include the following:

<i>Turbidity (N.T.U)</i>	<i>Total Suspended Solids (mg/L)</i>
<i>Alkalinity (mg/L)</i>	<i>Total Nitrogen (mg/L)</i>
<i>Nitrate (mg/L)</i>	<i>Nitrite (mg/L)</i>
<i>Total Phosphorus (mg/L)</i>	<i>Chemical Oxygen Demand (mg/L)</i>
<i>Total Organic Carbon (mg/L)</i>	

Water samples collected for the monitoring program are obtained as surface “grabs” utilizing a polyethylene dipper when necessary. Once collected, all samples are placed on ice and stored at $\pm 4^{\circ}\text{C}$ until delivered to the lab for analysis. The project biologist is responsible for sample custody until sample containers are dropped off at the analyzing laboratory. The project biologist physically collects samples and operates field equipment. The project biologist is also responsible for recording all data and logging information on data sheets and labels in the field. Samples are transported from the field to the laboratory by the project biologist. When samples are dropped off at the analyzing laboratory, a chain of custody form is transferred from the project biologist to the laboratory project manager for each set of samples collected. The laboratory verifies the sample location identification, number of samples and types of samples collected.

Water Temperature

Human activities should not change water temperatures beyond natural seasonal fluctuations. Doing so could disrupt aquatic ecosystems by altering various conditions. The temperatures of the waters within Buck Lake should to be fluctuate seasonally within an acceptable/expected range for the region (approximately 12-31°C).

Specific Conductivity

Specific conductivity estimates the amount of total dissolved salts, or the total amount of dissolved ions, in water. The purer the water, the lower the conductivity (the higher the resistivity). In addition to other factors, there are a number of sources of pollutants which may be signaled by increased conductivity. These may include wastewater from septic system failure and golf course runoff. The conductivities will be measured to make sure that the results fall within the State's Class III criterion, as well as an acceptable/expected range (approximately 100-500 $\mu\text{S}/\text{cm}$).

Dissolved Oxygen

Dissolved oxygen is oxygen that is dissolved in water. It gets there by diffusion from the surrounding air, aeration and as a product of photosynthesis. Pollution causes a decrease in dissolved oxygen concentrations by contributing oxygen-demanding organic matter or nutrients to a system (sewage, lawn clippings, urban and agricultural runoff). Testing will determine if the concentrations are within the State's Class III criterion (>5.0 mg/L).

pH

The pH of a water sample is a measure of the concentration of hydrogen ions. The pH of water determines the solubility and biological availability of chemical constituents such as nutrients and heavy metals. When pollution results in higher algal and plant growth (excess nutrients), pH levels may increase. While the pH scale measures between 0 to 14, the pH of natural waters normally exists between 6.5 and 8.5.

Turbidity

Turbidity is associated with the clarity of a water sample. The greater the amount of total suspended solids in water, the cloudier it appears and the higher the turbidity. Major sources of turbidity include phytoplankton, clays, silts, bottom sediments and organic detritus. Hydrologic events (rainfall events) may also affect turbidity through transport of inorganic and detrital particles from the watershed. While there are a few instances when slightly increased turbidity levels could be identified, we expect the majority of the measurements to be below 10 N.T.U.

Total Suspended Solids

The measurement of total suspended solids is approximately the same measurement as turbidity, although the total suspended solid measurement provides an actual weight of the particulate material present. While there are a few instances when slightly increased total suspended solid concentrations could be identified, we expect the majority of the measurements to be below 10 mg/L.

Alkalinity

Alkalinity is a measure of the ability of a solution to neutralize acids to the equivalence point of carbonate or bicarbonate. In the natural environment carbonate alkalinity tends to make up most of the total alkalinity due to the common occurrence and dissolution of carbonate rocks and presence of carbon dioxide in the atmosphere. Other common natural components that can contribute to alkalinity include borate, hydroxide, phosphate, silicate, nitrate, dissolved ammonia, the conjugate bases of some organic acids and sulfide. We expect the majority of the concentrations measured will be within the State's Class III criterion (>20 mg/L).

Total Nitrogen, Nitrate, and Nitrite

Total nitrogen is a measure of all the various forms of nitrogen that are found in a water sample. Total nitrogen consists of inorganic and organic forms. Inorganic forms include nitrate, nitrite, unionized ammonia, ionized ammonia, and nitrogen gas. Amino acids and proteins are naturally-occurring organic forms of nitrogen. Nitrogen is a necessary nutrient for the growth of aquatic plants and algae. Total nitrogen in water comes from both natural and man-made sources, including air, stormwater run-off (including natural run-off from non-developed areas), fertilizers and animal and human wastes.

Total Phosphorus

Total phosphorus is a measure of all the various forms of phosphorus that are found in a water sample. Phosphorus is an element that, in its different forms, stimulates the growth of aquatic plants and algae in waterbodies. Like nitrogen, phosphorus is an essential nutrient for the growth of all plants, including aquatic plants and algae. There are many ways in which phosphorus compounds enter waterbodies. Common ones resulting from human activities include landscape fertilization, crop fertilization, wastewater disposal, and stormwater run-off from residential developments, roads, and commercial areas. We expect the majority of these concentrations to be within an expected range for this type of development, the water sources sampled, and the region.

Chemical Oxygen Demand

The chemical oxygen demand (COD) test is commonly used to indirectly measure the amount of organic compounds in water. Most applications of COD determine the amount of organic pollutants found in surface water, making COD a useful measure of water quality. We expect the majority of these concentrations appear to be below 30 mg/L.

Total Organic Carbon

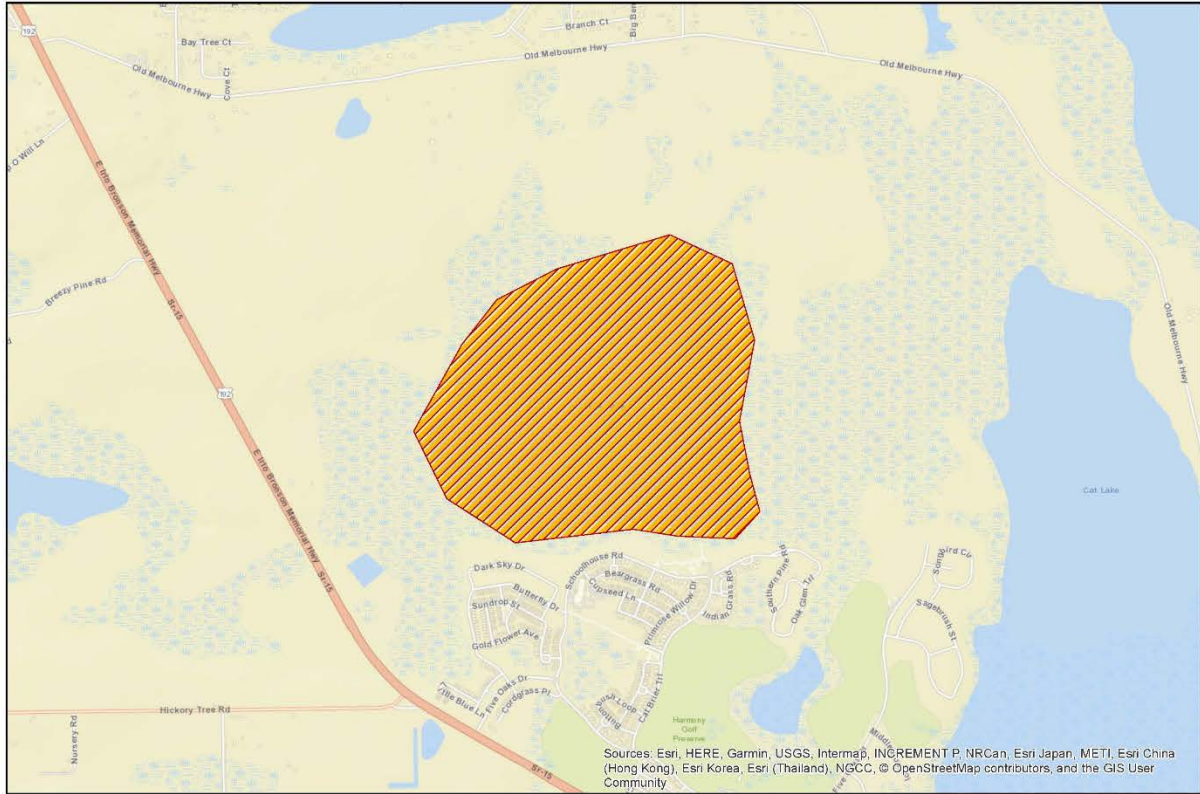
Total organic carbon in source waters comes from decaying natural organic matter and from synthetic sources. Humic acid, fulvic acid, amines, and urea are types of natural organic matter. Detergents, pesticides, fertilizers, herbicides, industrial chemicals, and chlorinated organics are examples of synthetic sources. The total organic carbon test is an

alternative to the COD test utilized for assessing the pollution potential of waters (discussed above). We expect the majority of these concentrations to be below 10 mg/L.

Reporting for the monitoring program is to occur semi-annually. Each report will summarize the results and identify any issues and resolutions to those problems. Probable causes, effects and solutions will be presented in the Summary of the report.

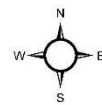
All portions of Buck Lake will be managed for the benefit of wildlife, vegetative composition, and water quality. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to water hyacinth, torpedo grass, old world climbing fern, Cuban bulrush, etc...). Water quality issues will be targeted and dealt with.

Staff will refer to the Florida Exotic Pest Plant Council Invasive Plant List (2019) to determine exotic and nuisance plants to manage. Licensed applicators through the Florida Department of Agriculture and Consumer Services will be utilized to apply herbicides. This Buck Lake Management Plan is designed to allow for anthropogenic enjoyment and wildlife proliferation throughout the lake, canals and adjacent wetlands.



Bio-Tech Consulting Inc.
 Environmental and Permitting Services
 3025 E. South Street Orlando, FL 32803
 Ph: 407-894-5969 Fax: 407-894-5970
 www.bio-techconsulting.com

Harmony West-Buck Lake
 Osceola County, Florida
 Figure 1
 Location Map



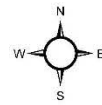
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Project #: 1277-01
 Produced By: JEB
 Date: 6/29/2021



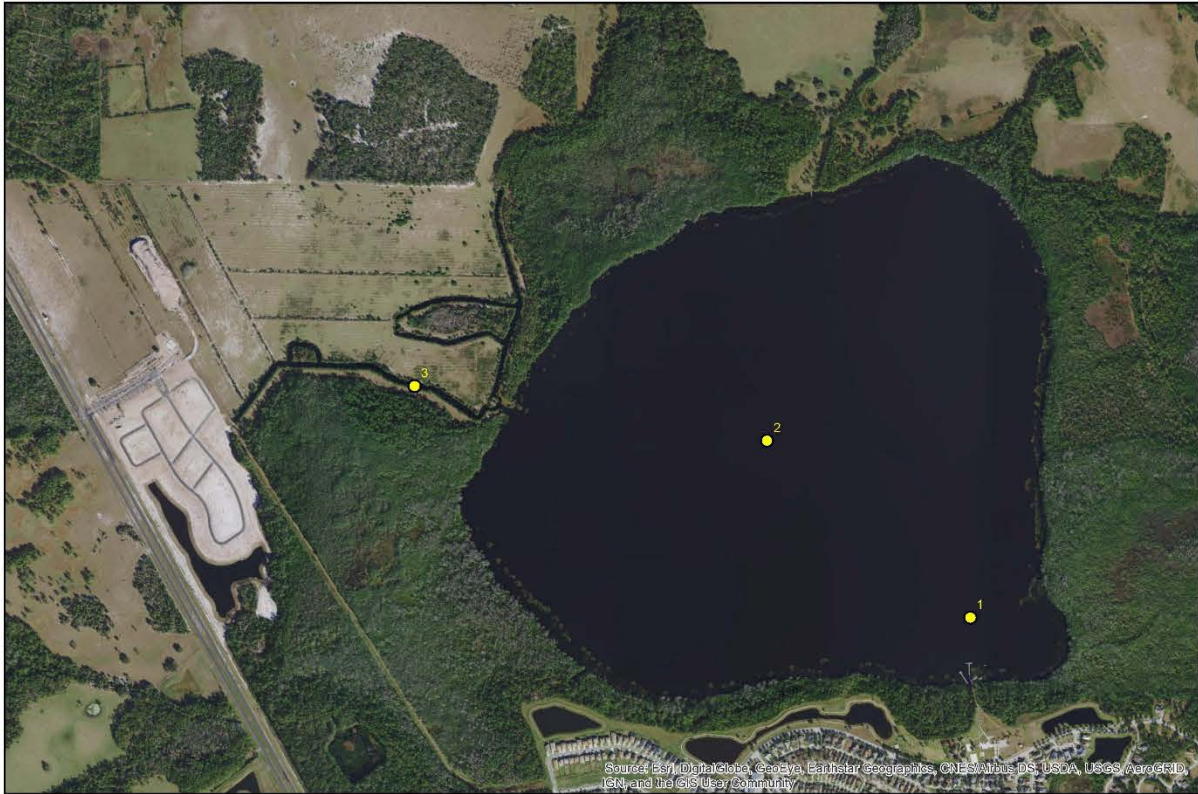
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Harmony West-Buck Lake
Osceola County, Florida
Figure 2
Buck Lake and Canals



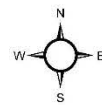
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Feet

Project #: 1277-01
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Harmony West-Buck Lake
 Osceola County, Florida
 Figure 3
 WQ Sampling Points



0 325 650 1,300 Feet
 Project #: 1277-01
 Produced By: JEB
 Date: 8/3/2021

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

8A

Orlando Sentinel

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ORANGE County, Florida

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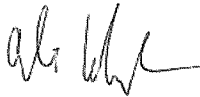
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Boca Raton, FL, 33431-8556

**State Of Illinois
County Of Cook**

Before the undersigned authority personally appeared Charlie Welenc, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11200-Misc. Legal was published in said newspaper in the issues of Jul 26, 2021.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

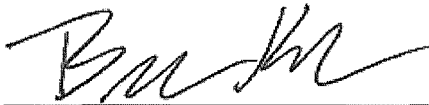


Charlie Welenc

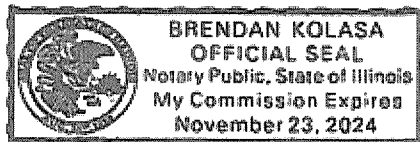
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 29 day of July, 2021,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Harmony West Community Development District ("District") will hold two public hearings and a regular meeting on **August 19, 2021 at 1:30 p.m., and located at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.**

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"). The second public hearing is being held pursuant to Chapters 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2021/2022; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Product Type	Total Lots / Acres	Proposed FY 2021/2022 O&M Assessment
Platted Lot	620 lots	\$610.97 per lot*
Unplatted Lots	1,143 lots	\$49.85 per lot

*Includes County collection costs and early payment discounts.

Lots are allocated an equal share of the O&M Assessments on a per lot basis, while unplatted lands are allocated a portion of the administrative expenses of the O&M Assessments on a per acre basis (and based on planned units). Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022.

For Fiscal Year 2021/2022, the District intends to have the County tax collector collect the assessments imposed on certain developed property. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

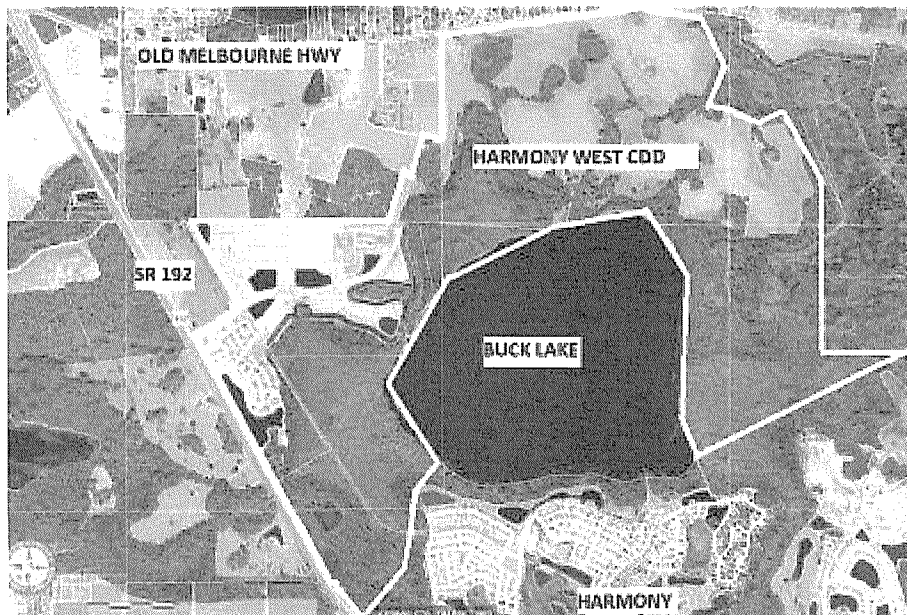
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, phone: 561-571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

8B

RESOLUTION 2021-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the Harmony West Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Harmony West Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the amounts identified below to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	See Exhibit A
DEBT SERVICE FUND – 2018	Annual Debt Service Amount

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF AUGUST, 2021.

ATTEST:

**HARMONY WEST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

EXHIBIT A: Adopted Budget

EXHIBIT A

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
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**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 57,704				\$ 87,096
Allowable discounts (4%)	(2,308)				(3,484)
Assessment levy: on-roll - net	55,396	\$ 54,546	\$ 850	\$ 55,396	83,612
Assessment levy: off-roll	256,756	45,944	45,943	91,887	353,910
Developer contribution	-	-	-	-	1,765
Lot closings	-	164,869	-	164,869	-
Buck Lake management & consulting-cost share	-	-	-	-	2,175
Buck Lake maintenance-cost share	-	-	-	-	7,200
Total revenues	<u>312,152</u>	<u>265,359</u>	<u>46,793</u>	<u>312,152</u>	<u>448,662</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal - general counsel	15,000	1,703	13,297	15,000	15,000
Engineering	2,500	-	2,500	2,500	10,000
Audit	5,950	5,200	750	5,950	6,150
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee*	5,250	-	5,250	5,250	5,250
Telephone	200	100	100	200	200
Postage	500	44	456	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	1,420	400	1,820	1,200
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	6,463	6,325	-	6,325	6,785
Contingencies	750	342	408	750	750
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser	-	83	-	83	83
Tax collector	1,154	1,416	-	1,416	1,742
Total professional & administrative	<u>90,307</u>	<u>42,473</u>	<u>48,661</u>	<u>91,134</u>	<u>99,000</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/2021		
EXPENDITURES (continued)					
Field operations and maintenance					
Field operations manager	5,000	1,500	3,500	5,000	5,000
Field operations accounting	1,750	875	875	1,750	1,750
Landscaping contract labor	82,500	36,000	93,630	129,630	187,255
Insurance: property	4,374	4,217	-	4,217	4,811
Pest/fertilization	13,200	5,000	3,000	8,000	-
Porter services - dog park	4,920	2,940	1,060	4,000	4,920
Playground ADA mulch	1,200	-	1,200	1,200	2,500
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	5,000	120	3,880	4,000	5,000
Plants, shrubs & mulch	20,000	-	10,000	10,000	16,800
Annuals	10,000	9,182	4,818	14,000	25,000
Tree trimming	12,000	930	4,070	5,000	2,000
Signage	1,000	-	1,000	1,000	1,000
General maintenance	4,000	-	2,500	2,500	4,000
Fence/wall repair	1,500	-	1,500	1,500	1,500
Aquatic control - waterway	3,252	1,355	6,295	7,650	12,672
Buck Lake management & consulting-cost share	5,000	-	5,000	5,000	2,900
Buck Lake maintenance-cost share	-	-	-	-	14,400
Wetland monitoring and maintenance	-	-	8,400	8,400	6,000
Electric:					
Irrigation	2,500	372	2,128	2,500	2,500
Street lights	28,000	9,874	18,126	28,000	28,000
Entrance signs	1,500	-	1,500	1,500	1,500
Water- irrigation	15,000	8,264	6,736	15,000	20,000
Total field operations & maintenance	<u>221,846</u>	<u>80,629</u>	<u>174,993</u>	<u>259,997</u>	<u>349,658</u>
Total expenditures	<u>312,153</u>	<u>123,102</u>	<u>223,654</u>	<u>351,131</u>	<u>448,658</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1)	142,257	(176,861)	(38,979)	4
Fund balance - beginning (unaudited)	104,980	158,300	300,557	158,300	119,321
Fund balance - ending (projected)					
Committed					
Assigned					
Playground	3,000	1,500	1,500	1,500	4,500
Sign and wall	2,000	1,000	1,000	1,000	3,000
3 months working capital	82,886	82,886	82,886	82,886	104,253
Unassigned	17,093	298,057	121,196	116,821	7,572
Fund balance - ending (projected)	<u>\$ 104,979</u>	<u>\$ 300,557</u>	<u>\$ 123,696</u>	<u>\$ 119,321</u>	<u>\$ 119,325</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services; however, it has been reduced by approximately 80% for the current fiscal year due to the reduced level of activity that is anticipated.</p>	
Legal - general counsel	15,000
<p>The District's Attorney provides on-going general counsel and legal representation. As such, they are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	10,000
<p>The District's Engineer provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,150
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Copies, agenda package items, etc.</p>	
Legal advertising	1,200
<p>The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance: GL & POL	6,785
<p>The District carries public officials liability and general liability insurance. The limit of liability is set at \$1,000,000 for public officials liability.</p>	
Contingencies	750
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	1,742
Total professional & administrative	99,000

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	5,000
Field operations accounting	1,750
Landscaping contract labor	187,255
Basic maintenance, irrigation inspection and fertilization/pest control	
Insurance: property	4,811
Porter services - dog park	4,920
Playground ADA mulch	2,500
Backflow prevention test	150
Irrigation maintenance/repair	5,000
Plants, shrubs & mulch	16,800
Annuals	25,000
Tree trimming	2,000
Signage	1,000
General maintenance	4,000
Fence/wall repair	1,500
Aquatic control - waterway	12,672
Buck Lake management & consulting-cost share	2,900
Buck Lake maintenance-cost share	14,400
Wetland monitoring and maintenance	6,000
Electric:	
Irrigation	2,500
Street lights	28,000
Entrance signs	1,500
Water- irrigation	20,000
Total field operations & maintenance	<u>349,658</u>
Total expenditures	<u><u>\$ 448,658</u></u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Revenue & Expenditures	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual Through 3/31/2021	Projected Through 9/30/2021		
REVENUES					
Assessment levy: on-roll	\$ 123,414				\$ 123,414
Allowable discounts (4%)	(4,937)				(4,937)
Net assessment levy - on-roll	118,477	\$ 116,659	\$ 1,818	\$ 118,477	118,477
Assessment levy: off-roll	418,655	348,397	70,258	418,655	418,655
Interest	-	21	-	21	-
Total revenues	<u>537,132</u>	<u>465,077</u>	<u>72,076</u>	<u>537,153</u>	<u>537,132</u>
EXPENDITURES					
Debt service					
Principal	125,000	-	125,000	125,000	130,000
Principal prepayment	-	5,000	-	5,000	-
Interest	406,565	203,345	203,220	406,565	401,154
Tax collector	2,468	2,334	134	2,468	2,468
Total expenditures	<u>534,033</u>	<u>210,679</u>	<u>328,354</u>	<u>539,033</u>	<u>533,622</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,099	254,398	(256,278)	(1,880)	3,510
Fund balance:					
Net increase/(decrease) in fund balance	3,099	254,398	(256,278)	(1,880)	3,510
Beginning fund balance (unaudited)	660,903	662,650	917,048	662,650	660,770
Ending fund balance (projected)	<u>\$664,002</u>	<u>\$ 917,048</u>	<u>\$ 660,770</u>	<u>\$ 660,770</u>	<u>664,280</u>
Use of fund balance:					
Debt service reserve account balance (required)					(430,093)
Interest expense - November 1, 2022					(197,896)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 36,291</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21				200,576.88	200,576.88	7,875,000.00
05/01/22	130,000.00		4.125%	200,576.88	330,576.88	7,745,000.00
11/01/22				197,895.63	197,895.63	7,745,000.00
05/01/23	135,000.00		4.125%	197,895.63	332,895.63	7,610,000.00
11/01/23				195,111.25	195,111.25	7,610,000.00
05/01/24	140,000.00		4.125%	195,111.25	335,111.25	7,470,000.00
11/01/24				192,223.75	192,223.75	7,470,000.00
05/01/25	155,000.00		4.750%	192,223.75	347,223.75	7,315,000.00
11/01/25				188,542.50	188,542.50	7,315,000.00
05/01/26	160,000.00		4.750%	188,542.50	348,542.50	7,155,000.00
11/01/26				184,742.50	184,742.50	7,155,000.00
05/01/27	170,000.00		4.750%	184,742.50	354,742.50	6,985,000.00
11/01/27				180,705.00	180,705.00	6,985,000.00
05/01/28	175,000.00		4.750%	180,705.00	355,705.00	6,810,000.00
11/01/28				176,548.75	176,548.75	6,810,000.00
05/01/29	185,000.00		4.750%	176,548.75	361,548.75	6,625,000.00
11/01/29				172,155.00	172,155.00	6,625,000.00
05/01/30	195,000.00		5.100%	172,155.00	367,155.00	6,430,000.00
11/01/30				167,182.50	167,182.50	6,430,000.00
05/01/31	205,000.00		5.100%	167,182.50	372,182.50	6,225,000.00
11/01/31				161,955.00	161,955.00	6,225,000.00
05/01/32	215,000.00		5.100%	161,955.00	376,955.00	6,010,000.00
11/01/32				156,472.50	381,472.50	6,010,000.00
05/01/33	225,000.00		5.100%	156,472.50	156,472.50	5,785,000.00
11/01/33				150,735.00	390,735.00	5,785,000.00
05/01/34	240,000.00		5.100%	150,735.00	150,735.00	5,545,000.00
11/01/34				144,615.00	394,615.00	5,545,000.00
05/01/35	250,000.00		5.100%	144,615.00	144,615.00	5,295,000.00
11/01/35				138,240.00	403,240.00	5,295,000.00
05/01/36	265,000.00		5.100%	138,240.00	138,240.00	5,030,000.00
11/01/36				131,482.50	406,482.50	5,030,000.00
05/01/37	275,000.00		5.100%	131,482.50	131,482.50	4,755,000.00
11/01/37				124,470.00	414,470.00	4,755,000.00
05/01/38	290,000.00		5.100%	124,470.00	124,470.00	4,465,000.00
11/01/38				117,075.00	422,075.00	4,465,000.00
05/01/39	305,000.00		5.250%	117,075.00	117,075.00	4,160,000.00
11/01/39				109,068.75	434,068.75	4,160,000.00
05/01/40	325,000.00		5.250%	109,068.75	109,068.75	3,835,000.00
11/01/40				100,537.50	440,537.50	3,835,000.00
05/01/41	340,000.00		5.250%	100,537.50	100,537.50	3,495,000.00
11/01/41				91,612.50	451,612.50	3,495,000.00

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/42	360,000.00		5.250%	91,612.50	91,612.50	3,135,000.00
11/01/42				82,162.50	462,162.50	3,135,000.00
05/01/43	380,000.00		5.250%	82,162.50	82,162.50	2,755,000.00
11/01/43				72,187.50	472,187.50	2,755,000.00
05/01/44	400,000.00		5.250%	72,187.50	72,187.50	2,355,000.00
11/01/44				61,687.50	481,687.50	2,355,000.00
05/01/45	420,000.00		5.250%	61,687.50	61,687.50	1,935,000.00
11/01/45				50,662.50	495,662.50	1,935,000.00
05/01/46	445,000.00		5.250%	50,662.50	50,662.50	1,490,000.00
11/01/46				38,981.25	508,981.25	1,490,000.00
05/01/47	470,000.00		5.250%	38,981.25	38,981.25	1,020,000.00
11/01/47				26,643.75	521,643.75	1,020,000.00
05/01/48	495,000.00		5.250%	26,643.75	26,643.75	525,000.00
11/01/48				13,650.00	533,650.00	525,000.00
05/01/49	520,000.00		5.250%	13,650.00	7,883,650.00	5,000.00
Total	7,870,000.00			7,255,845.02	22,995,845.02	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll Assessments - 2018 Bond Area					
Product/Parcel	Units	FY 2022			FY 2021
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	67	\$ 649.97	\$ 778.64	\$ 1,428.61	\$ 1,209.27
SF 50'	36	649.97	973.29	1,623.26	1,403.92
SF 60'	31	649.97	1,167.95	1,817.92	1,598.58
Total	134				

Off-Roll Assessments - 2018 Bond Area					
Product/Parcel	Units	FY 2022			FY 2021
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	183	\$ 610.97	\$ 731.92	\$ 1,342.89	\$ 1,136.71
SF 50'	262	610.97	914.89	1,525.86	1,319.68
SF 60'	41	610.97	1,097.87	1,708.84	1,502.66
Total	486				

Off-Roll Assessments - Future Bond Area					
Product/Parcel	Units	FY 2022			FY 2021
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	238	\$ 49.85	\$ -	\$ 49.85	\$ 46.97
SF 50'	672	49.85	-	49.85	46.97
SF 60'	233	49.85	-	49.85	46.97
Total	1,143				

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9A

Orlando Sentinel

Published Daily
ORANGE County, Florida

Sold To:

Harmony West CDD - CU00606047
2300 Glades Rd, Ste 410W
Boca Raton, FL, 33431-8556

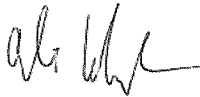
Bill To:

Harmony West CDD - CU00606047
2300 Glades Rd, Ste 410W
Boca Raton, FL, 33431-8556

State Of Illinois
County Of Cook

Before the undersigned authority personally appeared Charlie Welenc, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11200-Misc. Legal was published in said newspaper in the issues of Jul 26, 2021.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

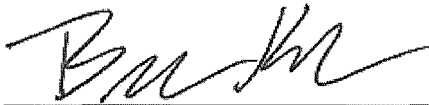


Charlie Welenc

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 29 day of July, 2021,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Harmony West Community Development District ("District") will hold two public hearings and a regular meeting on **August 19, 2021 at 1:30 p.m., and located at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.**

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"). The second public hearing is being held pursuant to Chapters 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2021/2022; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Product Type	Total Lots / Acres	Proposed FY 2021/2022 O&M Assessment
Platted Lot	620 lots	\$610.97 per lot*
Unplatted Lots	1,143 lots	\$49.85 per lot

*Includes County collection costs and early payment discounts.

Lots are allocated an equal share of the O&M Assessments on a per lot basis, while unplatted lands are allocated a portion of the administrative expenses of the O&M Assessments on a per acre basis (and based on planned units). Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022.

For Fiscal Year 2021/2022, the District intends to have the County tax collector collect the assessments imposed on certain developed property. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

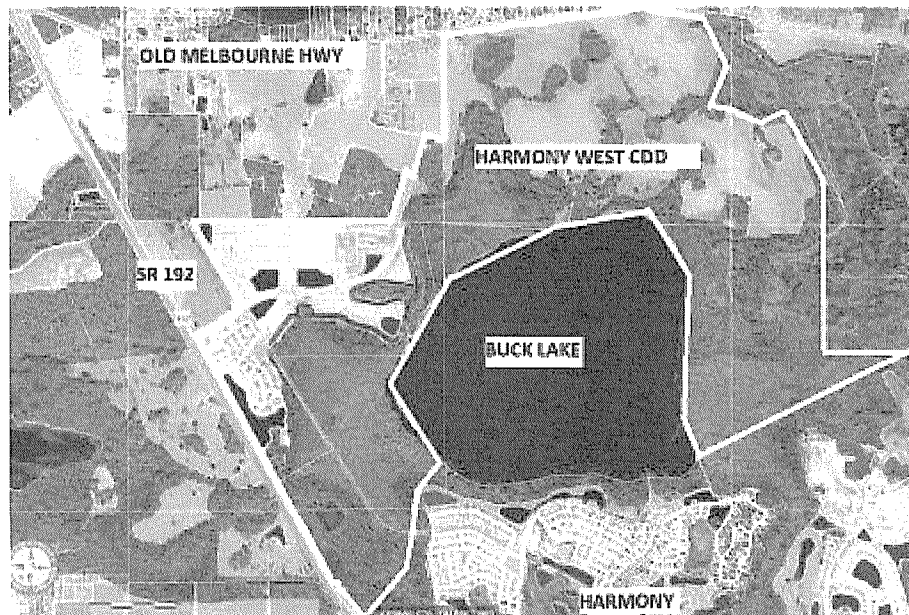
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, phone: 561-571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9B

Harmony West Community Development District

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

THIS IS NOT A BILL – DO NOT PAY

July 30, 2021

VIA FIRST CLASS MAIL

XXX

XXX

XXX

Parcel ID: XXX

LOT TYPE: PLATTED LOT

RE: Harmony West Community Development District
Fiscal Year 2021/2022 O&M Assessments

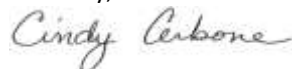
Dear Property Owner:

Pursuant to Chapters 190 and 197, *Florida Statutes*, the Harmony West Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2021/2022, on **August 19, 2021 at 1:30 p.m., and located at Johnston’s Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744**. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting the District’s Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, phone: 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A

Summary of O&M Assessments

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2021/2022, the District expects to collect no more than **\$441,006.00** in gross revenue. Lots are allocated an equal share of the O&M Assessments on a per lot basis, while unplatted lands are allocated a portion of the administrative expenses of the O&M Assessments on a per acre basis (and based on planned units). The schedule of O&M Assessments is as follows:

Product Type	Total Lots / Acres	Proposed FY 2021/2022 O&M Assessment
Platted Lot	620 lots	\$649.97 per lot*
Unplatted Lots	1,143 lots	\$49.85 per lot

*Includes County collection costs and early payment discounts.

Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2021/2022, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9C

RESOLUTION 2021-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harmony West Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Collier County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A;"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations confers a special and peculiar benefit to all or a portion of the lands within the District, which benefit exceeds or equals the cost of the assessments, all as described in **Exhibit "A"**. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."**

a. Debt service special assessments directly collected by the District are due in full on December 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: (i) April 1, 2022 - debt service special assessments for the District's May 1, 2022 debt service payments; and (ii) October 1, 2022 - debt service special assessments for the District's November 1, 2022 debt service payments, in each case in amounts identified by the District's Manager in applicable invoice(s).

b. Operations and maintenance special assessments directly collected by the District are due in equal quarterly installments, with the first installment due October 1, 2021.

C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

10

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2021**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 246,601	\$ -	\$ -	\$ 246,601
Investments				
Revenue	-	158,806	-	158,806
Reserve	-	430,094	-	430,094
Capitalized interest	-	5	-	5
Construction	-	-	7	7
Undeposited funds	45,944	70,258	-	116,202
Due from other	425	-	-	425
Due from general fund	-	1,931	-	1,931
Due from Harmony Florida Land	60,028	-	-	60,028
Utility deposit	7,930	-	-	7,930
Total assets	<u>\$ 360,928</u>	<u>\$ 661,094</u>	<u>\$ 7</u>	<u>\$ 1,022,029</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,000	\$ -	\$ -	\$ 1,000
Due to debt service fund	1,931	-	-	1,931
Landowner advance	3,700	-	-	3,700
Total liabilities	<u>6,631</u>	<u>-</u>	<u>-</u>	<u>6,631</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	60,028	-	-	60,028
Total deferred inflows of resources	<u>60,028</u>	<u>-</u>	<u>-</u>	<u>60,028</u>
Fund balances:				
Restricted				
Debt service	-	661,094	-	661,094
Capital projects	-	-	7	7
Unassigned	294,269	-	-	294,269
Total fund balances	<u>294,269</u>	<u>661,094</u>	<u>7</u>	<u>955,370</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 360,928</u>	<u>\$ 661,094</u>	<u>\$ 7</u>	<u>\$ 1,022,029</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 525	\$ 55,468	\$ 55,396	100%
Assessment levy: off-roll	-	45,944	256,756	18%
Lot closings	45,944	210,812	-	N/A
Total revenues	<u>46,469</u>	<u>312,224</u>	<u>312,152</u>	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal - general counsel	1,626	7,764	15,000	52%
Engineering	-	368	2,500	15%
Audit	-	5,200	5,950	87%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	750	1,000	75%
Trustee	-	-	5,250	0%
Telephone	17	150	200	75%
Postage	-	54	500	11%
Printing & binding	42	375	500	75%
Legal advertising	291	1,964	1,200	164%
Annual district filing fee	-	175	175	100%
Insurance	-	6,325	6,463	98%
Contingencies	-	339	750	45%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>6,059</u>	<u>60,379</u>	<u>89,153</u>	68%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
Field operations and maintenance				
Field operations manager	600	2,400	5,000	48%
Field operations accounting	146	1,312	1,750	75%
Landscaping contract labor	15,605	51,605	82,500	63%
Insurance: property	-	4,244	4,374	97%
Pest / fertilization	-	6,600	13,200	50%
Porter services - dog park	-	2,460	4,920	50%
Playground ADA mulch	-	-	1,200	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	-	120	5,000	2%
Plants, shrubs & mulch	-	-	20,000	0%
Annuals	-	9,182	10,000	92%
Tree trimming	-	930	12,000	8%
Signage	-	-	1,000	0%
General maintenance	410	1,105	4,000	28%
Fence / wall repair	-	-	1,500	0%
Aquatic control - waterway	271	2,168	3,252	67%
Wetland monitoring & maintenance	1,450	6,250	-	N/A
Buck lake - cost share	-	-	5,000	0%
Electric:				
Irrigation	1,645	2,173	2,500	87%
Street lights	82	13,251	28,000	47%
Entrance signs	-	-	1,500	0%
Water irrigation	1,149	10,558	15,000	70%
Total field operations and maintenance	<u>21,358</u>	<u>114,358</u>	<u>221,846</u>	52%
Other fees & charges				
Property appraiser	-	83	-	N/A
Tax collector	8	1,435	1,154	124%
Total other fees & charges	<u>8</u>	<u>1,518</u>	<u>1,154</u>	132%
Total expenditures	<u>27,425</u>	<u>176,255</u>	<u>312,153</u>	56%
Excess/(deficiency) of revenues over/(under) expenditures	19,044	135,969	(1)	
Fund balances - beginning	275,225	158,300	104,980	
Fund balances - ending	<u>\$ 294,269</u>	<u>\$ 294,269</u>	<u>\$ 104,979</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,122	\$ 118,630	\$ 118,477	100%
Assessment levy: off-roll	-	114,917	418,655	27%
Lot closings	70,258	303,738	-	N/A
Interest	3	32	-	N/A
Total revenues	<u>71,383</u>	<u>537,317</u>	<u>537,132</u>	100%
EXPENDITURES				
Debt service				
Principal	-	125,000	125,000	100%
Principal prepayment	-	5,000	-	N/A
Interest	-	406,501	406,565	100%
Total debt service	<u>-</u>	<u>536,501</u>	<u>531,565</u>	101%
Other fees & charges				
Tax collector	<u>23</u>	<u>2,372</u>	<u>2,468</u>	96%
Total other fees and charges	<u>23</u>	<u>2,372</u>	<u>2,468</u>	96%
Total expenditures	<u>23</u>	<u>538,873</u>	<u>534,033</u>	101%
Excess/(deficiency) of revenues over/(under) expenditures	71,360	(1,556)	3,099	
Fund balances - beginning	<u>589,734</u>	<u>662,650</u>	<u>660,903</u>	
Fund balances - ending	<u>\$ 661,094</u>	<u>\$ 661,094</u>	<u>\$ 664,002</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	7	7
Fund balances - ending	\$ 7	\$ 7

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

11

DRAFT

**MINUTES OF MEETING
HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on May 20, 2021 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane), Kissimmee, Florida 34744.

Present were:

John “Chris” Tyree (via telephone)	Chair
Alex Madison	Vice Chair
Robyn Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC
Jere Earlywine	District Counsel
Marc Stehli (via telephone)	District Engineer
Bill Fife	Forestar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:30 p.m. Supervisors Madison, Bronson and Van Auker were present. Supervisor Tyree was attending via telephone. Supervisor Potter was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration Termination of General Counsel Services with Straley Robin Vericker

41 Ms. Cerbone stated that the change in the Developer was what prompted the change in
42 District Counsel.

43

44 **On MOTION by Mr. Madison and seconded by Ms. Bronson, with all in favor,
45 termination of Straley Robin Vericker, was approved.**

46

47

48 **FOURTH ORDER OF BUSINESS**

**Consider Engagement of Hopping Green &
Sams, P.A., for General Counsel Services
[Jere Earlywine]**

49

50

51

52 Ms. Cerbone presented the Hopping Green & Sams, P.A., Engagement Letter for District
53 Counsel Services.

54

55 **On MOTION by Ms. Bronson and seconded by Mr. Van Auker, with all in favor,
56 engagement of Hopping Green & Sams, P.A., for General District Counsel
57 Services, was approved.**

58

59

60 **▪ Acceptance of Unaudited Financial Statements as of March 31, 2021**

61 **This item, previously the Fourteenth Order of Business, was presented out of order.**

62 Ms. Cerbone presented the Unaudited Financial Statements as of March 31, 2021.

63

64 **On MOTION by Mr. Madison and seconded by Ms. Bronson, with all in favor,
65 the Unaudited Financial Statements as of March 31, 2021, were accepted.**

66

67

68 **▪ Approval of February 22, 2021 Regular Meeting Minutes**

69 **This item, previously the Fifteenth Order of Business, was presented out of order.**

70 Ms. Cerbone presented the February 22, 2021 Regular Meeting Minutes. The following
71 change was made:

72 Line 19: Change "Straley Robin Vericker" to "Hopping Green & Sams"

73

74 **On MOTION by Ms. Bronson and seconded by Mr. Madison, with all in favor,
75 February 22, 2021 Regular Meeting Minutes, as amended, were approved.**

76

77

78 **FIFTH ORDER OF BUSINESS**79 **Discussion/Consideration: Buck Lake**
80 **Related Items**81 **A. Management and Cost Sharing Agreement *(for informational purposes)***

82 Ms. Cerbone explained that Harmony West CDD (HWCDD) owns Buck Lake and has a
83 Cost-Share Agreement whereby HWCDD and Harmony CDD (HCDD) each pay 50% of the costs,
84 with HWCDD making the full payments and invoicing HCDD for its 50%. She discussed the
85 recent Buck Lake Committee Meeting and stated that a Management Plan and Policies are
86 needed. The Committee recommendation was to engage Bio-Tech Consulting Inc. (Bio-Tech) to
87 develop the Management Plan and Policies for presentation at a future Committee meeting
88 and eventual presentation to the HWCDD and HCDD Boards. The Committee discussed how to
89 proceed with maintaining Buck Lake. As HWCDD is the entity that must incur the maintenance
90 costs, the Committee recommendation was to use a licensed certified professional to perform
91 the work rather than relying on District employees.

92 Ms. Cerbone stated that, at the Committee meeting, HCDD expressed a desire to be
93 reimbursed for expenses they incurred during Fiscal Years 2020 and 2021; the Agreement is
94 clear that, if either CDD wants to do something, it can do it but, without Committee discussion
95 and approval by both CDDs, it would be at the expense of the CDD that does it. The Committee
96 cannot make decisions; rather, it can only make recommendations to the Boards. She received
97 the HCDD expenses and inspection and service dates.

98 Mr. Earlywine stated that, in terms of recommendations, the Bio-Tech Consulting, Inc.
99 (Bio-Tech) proposal was the only current "recommendation". With regard to Policies, the
100 Agreement already spelled out and it is known that, in its operation of Buck Lake and boating,
101 HCDD has some additional Policies. The Policies were being worked on by all parties.

102 **B. April 6, 2021 Buck Lake Committee Meeting Minutes *(for informational purposes)***

103 Ms. Cerbone stated that some edits were received from the Committee Member
104 representing HCDD but they were unclear. Overall, Ms. Cerbone felt that the minutes
105 presented were representative of what occurred at the Committee Meeting.

106 **C. Bio-Tech Consulting Inc., Proposal No. 21-714 Aquatic Management and General**
107 **Project Consulting**

108 Ms. Cerbone presented Bio-Tech Proposal No. 21-714 for Aquatic Management and
109 General Project Consulting. She explained that this proposal is not for any maintenance

110 services, it is related to consulting services. She was advised by the Committee Member
111 representing HCDD that the HCDD Board agreed to pay 50% of the cost.

112

On MOTION by Mr. Madison and seconded by Mr. Van Auker with all in favor, Bio-Tech Consulting Inc., Proposal No. 21-714, for Aquatic Management and General Project Consulting, in a total not-to-exceed amount of \$4,350, with Harmony CDD paying 50% of the total cost, was approved.

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119 **D. Buck Lake Maintenance Cost Information from Harmony CDD**

- 120 • **Cost Details**

- 121 • **Inspection/Treatment Dates**

122 Ms. Cerbone stated that these documents outline HCDD’s costs and inspection and
123 treatment dates since January 2020, for which HCDD is requesting a credit reimbursement of
124 50% of the costs.

125 A decision on this matter was deferred.

126 Ms. Cerbone noted that the Bio-Tech Management Plan would have a not-to-exceed
127 \$2,900 annual cost after the Plan is in place that would need to be factored into future budgets.

128 **E. Bio-Tech Consulting Inc., Proposal No. 21-1034 for Environmental Services**

129 Ms. Cerbone presented the Bio-Tech Consulting Inc., Proposal No. 21-1034 for
130 Environmental Services. Mr. Earlywine recommended having an Agreement with Bio-Tech for
131 services and a Cost-Share Agreement with HCDD for shared costs related to Buck Lake.

132

On MOTION by Mr. Madison and seconded by Ms. Bronson with all in favor, Bio-Tech Consulting Inc., Proposal No. 21-1034 for Environmental Services, in substantial form, in a not-to-exceed amount of \$3,500, authorizing Staff to prepare a Services Agreement with Bio-Tech and a Cost-Share Agreement with Harmony CDD for Harmony CDD to pay 50%, and authorizing the Chair to execute, was approved.

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141 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2021-05, Relative to the Acceptance of Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System

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147 Ms. Cerbone presented Resolution 2021-05.

148 Mr. Earlywine stated that this Resolution is standard in form and required by the South
149 Florida Water Management District (SFWMD) when issuing permits. It confirms the CDD’s
150 commitment to take responsibility, in the future, for the stormwater system once it is turned
151 over for operation and maintenance (O&M).

152

On MOTION by Mr. Madison and seconded by Mr. Van Auker, with all in favor, Resolution 2021-05, Relative to the Acceptance of Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System, in substantial form, and authorizing the Chair to execute, was adopted.

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159

SEVENTH ORDER OF BUSINESS

Consider Authorization of District Staff to Draft and Publish Request for Proposals (RFP) for Landscape & Irrigation Maintenance Services

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165 Ms. Cerbone stated that, based on the anticipated cost of the CDD’s landscape and
166 irrigation needs, advertising an RFP for Landscape & Irrigation Maintenance Services was
167 recommended. She noted that the RFP would clearly state that the contract would not be
168 solely price based.

169

On MOTION by Mr. Madison and seconded by Ms. Bronson, with all in favor, authorizing District Staff to draft and publish a Request for Proposals (RFP) for Landscape & Irrigation Maintenance Services, was approved.

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EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-06, Approving Proposed Budget(s) for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

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184 Ms. Cerbone presented Resolution 2021-06 and read the title. She distributed and
185 reviewed an updated version of the proposed Fiscal Year 2022 budget, highlighting any line

186 item increases, decreases, new line items and adjustments, compared to the Fiscal Year 2021
187 budget, and explained the reasons for any adjustments. She noted note that the on and off-roll
188 numbers could change.

189 The following changes were made to the proposed Fiscal Year 2022 budget:

190 Page 4: Descriptions would be enhanced for some items for better clarity.

191 Ms. Cerbone referred to the "Off-Roll Assessments – Future Bond Area" Table, on Page
192 8 and noted that the \$49.85 O&M assessment amount was lower than for the other on and off-
193 roll assessments because the Future Bond Area is only paying the administrative portion of the
194 O&M assessment because it is not yet receiving other O&M services.

195

196 **On MOTION by Mr. Van Auker and seconded by Mr. Madison, with all in favor,**
197 **Resolution 2021-06, Approving Proposed Budget(s) for Fiscal Year 2021/2022,**
198 **as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for**
199 **August 19, 2021 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie**
200 **Parkway (formerly 900 Shady Lane), Kissimmee, Florida 34744; Addressing**
201 **Transmittal, Posting and Publication Requirements; Addressing Severability;**
202 **and Providing an Effective Date, was adopted.**

203

204

205 **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2021-07,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2021/2022 and Providing for an Effective
Date

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212 Ms. Cerbone presented Resolution 2021-07. The following changes were made to the
213 Fiscal Year 2022 Meeting Schedule:

214 DATES: Third Thursday of each month

215 DATES: Add "December 16, 2021"

216 TIMES: Change all times from "10:00 AM" to "1:30 PM"

217

218 **On MOTION by Mr. Madison and seconded by Mr. Van Auker, with all in favor,**
219 **Resolution 2021-07, Designating Dates, Times and Locations for Regular**
220 **Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022,**
221 **as amended, and Providing for an Effective Date, was adopted.**

222

223

224 **TENTH ORDER OF BUSINESS** **Consideration of FY 2021 Deficit Funding**
225 **Agreement**

226
227 Ms. Cerbone presented the Fiscal Year 2021 Deficit Funding Agreement.

228 Mr. Earlywine stated that the Deficit Funding Agreement is for the Developer to cover
229 any revenue shortfall during the fiscal year. He noted that any shortfall paid by the Developer
230 would be factored into the subsequent year budget. Ms. Cerbone stated that a shortfall of
231 approximately \$30,000 was expected for Fiscal Year 2021.

232 The proposed Fiscal Year 2022 budget would be attached as an exhibit to the Deficit
233 Funding Agreement, as the "Projected Through 09/30/2021" column of the proposed Fiscal
234 Year 2022 budget reflects the amended Fiscal Year 2021 budget figures.

235

236 **On MOTION by Mr. Madison and seconded by Mr. Van Auker, with all in favor,**
237 **the Deficit Funding Agreement, as amended to include the proposed Fiscal Year**
238 **2022 budget as an exhibit to the Deficit Funding Agreement, as the "Projected**
239 **Through 09/30/2021" column of the proposed Fiscal Year 2022 budget reflects**
240 **the amended Fiscal Year 2021 budget figures, was approved.**

241

242

243 **ELEVENTH ORDER OF BUSINESS** **Consideration of Bio-Tech Consulting Inc.,**
244 **Proposal/Invoice**

245

246 Ms. Cerbone presented the following related to wetland monitoring and maintenance
247 and noted that there were outstanding invoices:

248 **A. Proposal No. 20-580 for Environmental Services Monitoring & Maintenance**

249 **B. Invoice #154041 Phase 1 M&M**

250

251 **On MOTION by Mr. Madison and seconded by Ms. Bronson, with all in favor,**
252 **Bio-Tech Consulting Inc., Proposal No. 20-580 for Environmental Services**
253 **Monitoring & Maintenance, Invoice #154041 Phase 1 M&M, authorizing**
254 **District Counsel to draft an Agreement and authorizing the Chair to execute,**
255 **were approved.**

256

257

258 **TWELFTH ORDER OF BUSINESS** **Discussion: Memorandum of**
259 **Understanding, Section 448.095, Florida**
260 **Statutes/E-Verify Requirements**

261

262 Ms. Cerbone presented the Memorandum of Understanding related to the E-Verify
263 Requirements. The CDD is required to register with E-Verify, which was already done, and the
264 CDD will require all contractors to use the E-Verify system.

265

266 **On MOTION by Ms. Bronson and seconded by Mr. Madison, with all in favor,**
267 **the Memorandum of Understanding related to the E-Verify Requirements and**
268 **implementing use of the E-Verify process, was approved.**

269

270

271 **THIRTEENTH ORDER OF BUSINESS**

Discussion: Maintenance of Billy's Trail

272

273 Mr. Tyree stated that this is related to some HCDD homeowners who want Billy's Trail
274 maintained. Mr. Madison thought that this involved sharing the cost to maintain the Trail.
275 Discussion ensued regarding the Trail location and whether the Trail crosses CDD property lines,
276 etc. Mr. Rom stated that the HCDD HOA Animal and Wildlife Committee budgets to bush hog
277 the Trail every few months. Mr. Madison would follow up with the HCDD. This item would be
278 included on the next agenda.

279

280 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of March 31, 2021**

281

282

283 This item was presented following the Fourth Order of Business.

284

285 **FIFTEENTH ORDER OF BUSINESS**

**Approval of February 22, 2021 Regular
Meeting Minutes**

286

287

288 This item was presented following the Fourth Order of Business.

289

290 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

291

292 **A. District Counsel:**

293 There being no report, the next item followed.

294 **B. District Engineer: *Poulos & Bennett, LLC***

295 There being no report, the next item followed.

296 **C. Field Operations Manager: *Association Solutions of Central Florida Inc.***

297 There being no report, the next item followed.

298 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

299 **I. 105 Registered Voters in District as of April 15, 2021**

300 There were 105 registered voters residing within the District as of April 15, 2021.

301 **II. NEXT MEETING DATE: June 17, 2021 at 1:30 P.M.**

302 **o QUORUM CHECK**

303 The next meeting will be held on June 17, 2021 at 1:30 p.m., unless cancelled.

304

305 **SEVENTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

306

307 There being no Board Members' comments or requests, the next item followed.

308

309 **EIGHTEENTH ORDER OF BUSINESS**

Public Comments

310

311 There being no public comments, the next item followed.

312

313 **NINETEENTH ORDER OF BUSINESS**

Adjournment

314

315 There being nothing further to discuss, the meeting adjourned.

316

317 **On MOTION by Mr. Madison and seconded by Ms. Bronson with all in favor,**
318 **the meeting adjourned at 2:33 p.m.**

319

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322

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

323
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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

12DII

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

*Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane),
Kissimmee, Florida 34744*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2020 CANCELED	Regular Meeting	10:00 AM
November 3, 2020	Landowners' Meeting	10:00 AM
November 23, 2020 CANCELED	Regular Meeting	10:00 AM
January 25, 2021 CANCELED	Regular Meeting	10:00 AM
February 22, 2021	Regular Meeting	10:00 AM
March 18, 2021 CANCELED	Regular Meeting	1:30 PM
April 6, 2021	Buck Lake Committee Meeting	3:00 PM
April 15, 2021 CANCELED	Regular Meeting	1:30 PM
May 20, 2021	Regular Meeting	1:30 PM
June 17, 2021 CANCELED	Regular Meeting	1:30 PM
July 15, 2021 CANCELED	Regular Meeting	1:30 PM
July 15, 2021	Buck Lake Committee Meeting	1:30 PM
August 10, 2021 CANCELED	Buck Lake Committee Meeting	9:00 AM
August 19, 2021 CANCELED	Buck Lake Committee Meeting	11:00 AM
August 19, 2021	Public Hearing & Regular Meeting	3:00 PM
September 16, 2021	Regular Meeting	1:30 PM

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

*Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane),
Kissimmee, Florida 34744*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2021	Regular Meeting	1:30 PM
November 18, 2021	Regular Meeting	1:30 PM
December 16, 2021	Regular Meeting	1:30 PM
January 20, 2022	Regular Meeting	1:30 PM
February 17, 2022	Regular Meeting	1:30 PM
March 17, 2022	Regular Meeting	1:30 PM
April 21, 2022	Regular Meeting	1:30 PM
May 19, 2022	Regular Meeting	1:30 PM
June 16, 2022	Regular Meeting	1:30 PM
July 21, 2022	Regular Meeting	1:30 PM
August 18, 2022	Public Hearing & Regular Meeting	1:30 PM
September 15, 2022	Regular Meeting	1:30 PM